



PCE E-Bike Rebate Terms & Conditions

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions and reinvest in the San Mateo County community. The PCE E-Bike Rebate program aims to make it easier for income qualifying San Mateo County and City of Los Banos residents to purchase an electric bicycle as a clean transportation option.

This Agreement is entered into between the PCE E-Bike Rebate Applicant (hereinafter "Applicant") and Peninsula Clean Energy (hereinafter "PCE") pursuant to the following terms governing the PCE E-Bike Rebate program:

1. Program General Terms & Conditions

- 1.1. All Applicants must apply for the PCE E-Bike Rebate program incentive and have their application approved by Peninsula Clean Energy prior to purchasing an E-bike.
- 1.2. Upon approval, Applicants can redeem the incentive as a point-of-sale discount when purchasing an e-bike at one of the participating bike shops listed on the Peninsula Clean Energy website.
- 1.3. Only one incentive is available per approved Household for the entire history of the program. Household is defined by the home address listed in the application.
- 1.4. Incentives are available on a first-come, first-serve basis, while funds last.
- 1.5. Incentives are only to be used by the Applicant and may not be transferred.
- 1.6. Applicant understands and acknowledges that in order to receive the benefit of the PCE E-Bike Rebate program they may be selected for a program compliance audit. In the event that Customer does not provide documentation of their compliance with income eligibility requirements upon PCE's request, Applicant shall refund PCE for the full value of the incentive. Applicant is solely responsible for repayment to PCE of incentive funds for which Applicant did not qualify on the date of execution of the Agreement. PCE reserves the right to demand a refund payment from Applicant, and, if the refund payment is not received by PCE within thirty (30) calendar days of Peninsula Clean Energy's notification of Applicant, PCE may recall the incentive payment using a method of its election, including but not limited to, issuance of a charge for the full amount of the incentive on the Applicant's utility bill and/or submission of the debt to a collections agency.



- 1.7. To be considered complete, the application must be submitted online at the PCE website with all required information, including applicant name, home address, contact information, and supporting documentation etc.
- 1.8. The amount of the incentive will not exceed \$1,000 per Applicant or the total purchase price of an e-bike (including sales tax), whichever is less.
- 1.9. All program rebates shall be awarded at the discretion of PCE.

2. Applicant Requirements

- 2.1. Incentives are only available to active customers currently enrolled with Peninsula Clean Energy.
- 2.2. San Mateo County and City of Los Banos residents. The Applicant's permanent home address must be in San Mateo County or the City of Los Banos. Proof of government-issued identification that shows permanent residence in San Mateo County or the City of Los Banos is required (e.g. a driver's license, passport, green card, military ID, foreign ID, etc). PCE may request additional proof of residency at its discretion (e.g. utility bills, bank or credit card statements, leases, employment letters, USPS documentation, insurance or tax documents).
- 2.3. Limited to one incentive per Household..
- 2.4. Participants must be eighteen (18) years of age or older at the time of application and purchase to be eligible for a rebate under this program.
- 2.5. Incentives are exclusively available to income-qualifying residents, defined as living in a household that has demonstrated proof of enrollment in either the California Alternate Rates for Energy Program ("CARE") or the Family Electrical Rate Assistance Program ("FERA"). Applicants do not need to proof of enrollment. PCE will independently verify this information.
- 2.6. If the Household is unable to enroll or to provide proof of enrollment in CARE or FERA Peninsula Clean Energy will, at its discretion, request supplemental income verification documents for Applicant to prove income eligibility for the Program.
- 2.7. E-bikes purchased with a rebate under this program may not be resold, transferred, or otherwise conveyed to another party within six (6) months of the date of purchase. If Peninsula Clean Energy determines, in its sole discretion and based on reasonable evidence, that the participant resold or transferred the e-bike within the first six (6) months, the participant will be required to repay the full rebate amount received. Peninsula Clean Energy reserves the right to pursue recovery of the rebate through appropriate legal or administrative means.



3. Qualifying E-Bike Requirements

- 3.1. A qualifying e-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.2. E-Bikes must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable.
- 3.3. E-Bike conversion kits, scooters, and mopeds are not eligible.
- 3.4. Bike locks and helmets can be included with the purchase of the e-bike
- 3.5. Assembly fees, if available, can be included in the total purchase price of the e-bike.

4. Application and Purchase Process

- 4.1. Applicants must submit an application on the Peninsula Clean Energy website with proof of residency.
- 4.2. Applications will be reviewed by Peninsula Clean Energy within seven (7) business days. Peninsula Clean Energy or designee will notify the Applicant if the application is approved, denied, or incomplete via email. If the application is incomplete, the Applicant will be asked to amend and/or supplement the application within seven (7) business days of the time of notification. If an updated application is not received by the close of the seven (7) day period, Applicant’s incentive funds will not be approved without the requested documentation and Applicant will be required to submit a new application. If the application is denied by PCE a reason for the denial will be provided.
- 4.3. Qualified applications will be awarded on a first-come, first-serve basis.
- 4.4. Once approved in the process outlined in 4.3, Peninsula Clean Energy will provide a digital voucher, which can be redeemed at a participating bike shop up to sixty days (60) days, from the date that the voucher is issued. The voucher will hold a value of up to the purchase price of an e-bike or \$1,000, whichever is less. Participating bike shops will redeem this voucher as a point-of-sale discount off the purchase price of a qualifying E-bike (see Section 3 for Qualifying E-bike Requirements).
- 4.5. The maximum value of the voucher (\$1,000) will be guaranteed by Peninsula Clean Energy for sixty (60) days from the date of issuance to the Applicant. Vouchers not redeemed within sixty (60) days will be voided and Applicant may



need to wait twelve (12) months before they can reapply in order to participate in the Program, any subsequent awarding of funds is subject to the availability of funding at the time of the application.

5. Peninsula Clean Energy General Terms & Conditions

5.1. CONFIDENTIALITY. Peninsula Clean Energy and its subcontractors are committed to the confidentiality of Applicant's personal information. Peninsula Clean Energy shall not sell or otherwise distribute Applicant's name or identifying information without Applicant's written approval. Peninsula Clean Energy, may, however, use Applicant's contact information to communicate with the Applicant about applicable Peninsula Clean Energy programs and discounts.

5.2. NO WARRANTY. PENINSULA CLEAN ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, AND ASSUMES NO LIABILITY WITH RESPECT TO THE QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF AN E-BIKE PURCHASED WITH A VOUCHER AWARDED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

5.3. INDEMNIFICATION; LIMITATION OF LIABILITY. APPLICANT AGREES TO INDEMNIFY PENINSULA CLEAN ENERGY AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY VEHICLES RENTED PRIOR TO THE SUBMISSION OF AN APPLICATION FOR THE GRANT PROGRAM. PENINSULA CLEAN ENERGY SHALL NOT BE LIABLE TO APPLICANT FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

5.4. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules.

The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Applicant is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction.

Peninsula Clean Energy may assign its rights and delegate its duties under this Agreement to any third party at any time without Applicant's consent. If any



provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance.