



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | SVCleanEnergy.org

Electric Vehicle Rebate Point-of-Sale Participant Agreement

This Participant Agreement ("Agreement") between Silicon Valley Clean Energy ("SVCE") and "Applicant" outlines the terms and conditions of the Electric Vehicle Rebate Program ("Program") offered by SVCE. Please keep a copy of this document for your reference. Currently, this Program is approving rebates for used and new Battery Electric Vehicles (BEV) and Plug-In Hybrid Electric Vehicles (PHEV). Rebates are available on a first-come, first-served basis.

There are two pathways to access the Program rebate:

1. **Point-of-Sale:** Receive a rebate as a discount at the time of purchase/lease at a participating dealership for a point-of-sale rebate ("Point-of-Sale Rebate"), or
2. **Post Purchase:** Apply for a rebate after purchase/lease from a licensed dealership or online retailer for a post purchase mailed rebate ("Post Purchase Rebate").

Participant Eligibility Requirements

Rebates are only available to income-eligible SVCE residents. In order to be eligible for a rebate, your Gross Annual Household Income for the current or previous year cannot exceed the amounts specified below, based on Household Size.

Santa Clara County Income Guidelines (Effective May 9, 2024)

Household Size	Gross Annual Household Income (80% Area Median Income)
1 person	\$102,300
2 persons	\$116,900
3 persons	\$131,500
4 persons	\$146,100
5 persons	\$157,800
6 persons	\$169,500
7 persons	\$181,200
8 persons	\$192,900
9 persons	\$204,600
10 persons	\$216,300
11 persons	\$227,950
12 persons	\$239,650

Source: [Department of Housing and Community Development's State Income Limits](#)

If you are applying for a Point-of-Sale Rebate, you must attest to meeting all Participant Eligibility Requirements by signing this Agreement. If you are applying for a Post Purchase



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Rebate, you must submit proof you meet Participant Eligibility Requirements, as detailed in the Electric Vehicle Rebate Post Purchase Participant Agreement. All rebate recipients are subject to audits, and SVCE reserves the right to deny or require repayment of rebates.

Applicant Acknowledgements and Certifications

1. I understand that I must have an active, residential SVCE account that is in good standing.
2. I attest that I meet all Participant Eligibility Requirements and can provide supporting documentation if requested.
3. I understand that I must purchase/lease the vehicle for personal use and not for resale.
4. I understand that the vehicle must meet the Program’s Vehicle Eligibility Requirements.

Vehicle Eligibility Requirements
<p>The vehicle that you purchase must be:</p> <ul style="list-style-type: none">• An Electric Vehicle (EV) or Plug-In Hybrid Electric Vehicle (PHEV)*• A highway capable, four-wheeled passenger vehicle• A 2010 model or newer• Purchased or leased at a participating dealership (for Point-of-Sale Rebate) or with a licensed dealer or online retailer (for Post-Purchase Rebate). Private vehicle sales do not qualify.• Purchased or leased on or after October 1, 2024. <p>*Hydrogen Fuel Cell and gas hybrid vehicles with no plug-in option are not eligible</p>

5. I agree to register the vehicle with the Department of Motor Vehicles (DMV) using the address associated with my SVCE account.
6. I agree to give permission to the participating dealership to verify that my residential address is within SVCE service territory.
7. I intend to continue to receive SVCE’s generation service at the address associated with my SVCE account for a minimum of three (3) years from the purchase or lease date.
8. I agree to participate in the Program online surveys, upon email request, and to respond to the communications regarding the Program for at least twelve (12) months from the claim submittal date.
9. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow a photo of the vehicle to be taken, and contribute to other marketing and promotional activities related to the Program. I agree to receive



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- follow-up communications from SVCE for at least twelve (12) months from the claim submittal date.
10. I agree to comply with all applicable federal, state and local laws and regulations.
 11. I understand that SVCE makes no representations or warranties, express or implied, regarding the Program or the vehicle discussed, selected, rejected, purchased or otherwise considered by me. SVCE hereby expressly disclaims all warranties, whether express, implied, oral or written, statutory or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the discussion, selection, rejection, purchase or otherwise shall be at my sole discretion and are my sole responsibility.
 12. I understand that SVCE and its authorized representatives shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the program or the vehicle discussed, selected, rejected, purchased or otherwise considered by me, nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SVCE and its authorized representatives shall have been advised of the possibility of such potential loss or damage.
 13. I understand that the Rebate limit is \$2,000 and that rebates are available on a first-come, first-served basis, based on the claim submittal date, while funds are available. SVCE will not provide a Rebate for vehicles purchased or leased prior to October 1, 2024.
 14. I certify that I have not received an SVCE EV Rebate in the previous three (3) years.
 15. I understand that I must disclose additional rebates received for the vehicle from other entities. I agree that the total rebates I have or will receive for the vehicle must not exceed the cost of the vehicle.
 16. I understand that other than the rebate, I will not receive payment or compensation for participation in the Program.
 17. I understand that I am responsible for all costs beyond the rebate received.
 18. I understand that SVCE's rebate may be considered income and may be taxable. Consult your tax preparer for implications. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
 19. I understand that SVCE may require me, upon thirty (30) days' written notice, to repay the rebate if I fail to comply with this Agreement.
 20. I understand that income eligibility may change at any time based on California State Income Limits. SVCE will announce new income eligibility limits for the Program at least thirty (30) days before the effective date of the new income eligibility requirements. New income eligibility limits will not apply retroactively to vehicles purchased prior to the effective date of the new income eligibility requirements.
 21. I understand that in order to receive the SVCE EV Rebate, I may be selected for an audit. In the event that I do not provide documentation of my compliance with income eligibility requirements upon request, I may need to refund SVCE for the full value of the Rebate if a Point-of-Sale Rebate option was used or am subject to denial if a Post Purchase Rebate option is used. I am solely responsible for repayment to



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- SVCE of Rebate funds for which I do not qualify on the date of execution of the Agreement. SVCE reserves the right to demand a refund payment, and, if the refund payment is not received by SVCE within thirty (30) calendar days of SVCE's notification to me, SVCE may recall the Rebate payment using a method of its election, including but not limited to, issuance of a charge for the full amount of the Rebate on my utility bill and/or submission of the debt to a collections agency.
22. I understand that SVCE can modify the Program at any time in whole or in part and can waive any sections in the Agreement at its sole discretion.
 23. This Agreement is personal to me, the Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
 24. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Santa Clara County, without reference to its principles on conflicts of laws.
 25. I expressly waive all claims and release SVCE and its authorized representatives therefrom that I may have or in the future may obtain against SVCE and its authorized representatives and agree further to hold SVCE and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to the Program and any vehicle, excepting only such claims as may arise from SVCE's sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
 26. I certify that the information that I have supplied to SVCE is true, accurate and complete and that I will inform SVCE if any information changes.
 27. I certify that I am authorized to enter into the Agreement.
 28. I have thoroughly and carefully read and understand and agree to the terms and conditions set forth in this Agreement.



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Participant Questionnaire

Your responses to the questions below will help SVCE better understand the impact of our EV rebates and will help SVCE design future programs. Your answers will be kept confidential and won't impact your rebate eligibility or amount.

1. Please indicate the average number of miles you drive daily.

0 – 10 miles

10 – 25 miles

25 – 35 miles

35 – 50 miles

50 - 100 miles

100+ miles

2. Please indicate the type of vehicle you are switching from.

Gas vehicle

Plug-in hybrid vehicle

Plug-in hybrid electric vehicle

Battery electric vehicle

I did not own a vehicle before this electric vehicle purchase

3. If SVCE didn't offer a rebate, how likely would you have still purchased an Electric Vehicle?

Very likely

Somewhat likely

Not very likely

Not at all likely



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Program Eligibility Requirements		Initials																										
I am an SVCE customer and live in one of the following Cities or County: Campbell Cupertino Gilroy Los Altos Los Altos Hills Los Gatos Milpitas Monte Sereno Morgan Hill Mountain View Saratoga Sunnyvale Unincorporated Santa Clara County																												
Based on the number of people in my household, my household's income last year was less than the amount indicated in the chart below. <table border="1" data-bbox="204 646 1256 1144"> <thead> <tr> <th>Household Size</th> <th>Gross Annual Household Income (80% Area Median Income)</th> </tr> </thead> <tbody> <tr><td>1 person</td><td>\$102,300</td></tr> <tr><td>2 persons</td><td>\$116,900</td></tr> <tr><td>3 persons</td><td>\$131,500</td></tr> <tr><td>4 persons</td><td>\$146,100</td></tr> <tr><td>5 persons</td><td>\$157,800</td></tr> <tr><td>6 persons</td><td>\$169,500</td></tr> <tr><td>7 persons</td><td>\$181,200</td></tr> <tr><td>8 persons</td><td>\$192,900</td></tr> <tr><td>9 persons</td><td>\$204,600</td></tr> <tr><td>10 persons</td><td>\$216,300</td></tr> <tr><td>11 persons</td><td>\$227,950</td></tr> <tr><td>12 persons</td><td>\$239,650</td></tr> </tbody> </table>		Household Size	Gross Annual Household Income (80% Area Median Income)	1 person	\$102,300	2 persons	\$116,900	3 persons	\$131,500	4 persons	\$146,100	5 persons	\$157,800	6 persons	\$169,500	7 persons	\$181,200	8 persons	\$192,900	9 persons	\$204,600	10 persons	\$216,300	11 persons	\$227,950	12 persons	\$239,650	
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I have not received a Silicon Valley Clean Energy Rebate in the past three (3) years.																												

I CERTIFY THAT I MEET ALL PROGRAM ELIGIBILITY REQUIREMENTS AND I AM SIGNING THIS AGREEMENT AS THE APPLICANT*

Print Name

Applicant Signature

Email

Date