



Nonprofit EV Incentive Terms and Conditions

1. GENERAL TERMS AND CONDITIONS

- 1.1. **INCENTIVES:** Sonoma Clean Power's Nonprofit EV Incentive program consists of an incentive to encourage non-profit organizations to purchase or lease an electric vehicle. The incentive consists of a reimbursement of **up to \$15,000** for a passenger vehicle, and up to \$22,500 for a vehicle with a maximum published payload over 1,500 pounds, that is provided by Sonoma Clean Power to eligible non-profit organizations that are customers of Sonoma Clean Power.
- 1.2. **ELIGIBILITY:** Organizations must either be incorporated as a 501(c)(3), 501(c)(4), or 501(c)(5) tax exempt organization with the U.S. Internal Revenue Service or have a fiscal sponsor that is incorporated as one of these tax-exempt organizations. Organizations must also be Sonoma Clean Power customers. Organizations must not be for primarily religious or political activity.
- 1.3. **PROOF OF STATUS:** An organization must show proof of non-profit status (tax-exempt status) by any of the following means:
 - i. Proof that the U.S. Internal Revenue Service currently recognizes the applicant as a tax-exempt organization;
 - ii. A statement from a State taxing body or the State Attorney General certifying that:
 - / The organization is a nonprofit organization operating within the State; and
 - // No part of its net earnings may lawfully benefit any private shareholder or individual;
 - iii. A certified copy of the organization's Articles of Incorporation or similar document if it clearly establishes the nonprofit status of the applicant; or
 - iv. Any item described in paragraphs (1.3) (i.) through (iii.) of this section if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.
- 1.4. **ELIGIBLE VEHICLES:** Eligibility is limited to any new or used battery-electric or plug-in hybrid vehicle with a battery range of at least 25 miles. Vehicles may be purchased or acquired via a 3-year lease.
- 1.5. **PROGRAM PERIOD:** The program begins on October 1, 2022 while funds last, on a first come first serve basis. Once the annual program budget has been exhausted, the Sonoma Clean Power incentive may be temporarily unavailable.
- 1.6. **USAGE:** The incentivized vehicle may not be restricted to usage by one specific person, staff, or officer, and it may not be used for personal use of one person, staff, or officer. The vehicle is intended to be used as a fleet/pool vehicle for the organization, subject to the organizations fleet/pool vehicle policies.

- 1.7. RESPONSIBILITY: As an electric vehicle purchaser/lessor. The organization is solely responsible for determining whether they are eligible for other Federal, State, or local incentives, rebates, or tax incentives, and for taking all actions necessary to receive such incentives, rebates, or tax incentives.
- 1.8. DOCUMENTATION: Organizations must submit documentation evidencing the acquisition of a plug-in electric vehicle and the total cost of the vehicle. The organization must also maintain insurance as described in part 2.A. of the Program Agreement, unless such insurance has been expressly waived in writing by Sonoma Clean Power. Organizations must retain such records for a period of four (4) years following reimbursement of incentive.
- 1.9. VEHICLE BRANDING: Organizations must incorporate Sonoma Clean Power's logo onto both sides of the vehicle of a design, dimensions, and location agreed upon by Sonoma Clean Power. Organizations will be responsible for the cost of branding and ensure that the Sonoma Clean Power logo remains on the vehicle at all times.
- 1.10. REPRESENTATION AND PERSONAL RESPONSIBILITY: AS AN ELECTRIC VEHICLE PURCHASER OR LESSOR, YOU ARE SOLELY RESPONSIBLE FOR NEGOTIATING THE TERMS AND CONDITIONS OF YOUR ELECTRIC VEHICLE PURCHASE OR LEASE, AND FOR ENSURING THAT ANY DISCOUNTS AND INCENTIVES TO YOUR PURCHASE/LEASE TRANSACTION ARE PROPERLY APPLIED ANY BEFORE YOU FINALIZE THE TRANSACTION. SONOMA CLEAN POWER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY VEHICLE PURCHASED OR LEASED UNDER THE PROGRAM AND IS NOT RESPONSIBLE FOR ANY ELECTRIC VEHICLE DEFECT OR PROBLEM. AS A PURCHASER OR LESSOR, IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY OF ANY VEHICLE TO YOUR NEEDS, AND TO ENSURE THAT YOU UNDERSTAND THE LIMITATIONS OF ANY WARRANTY OR GUARANTEE PROVIDED.
- 1.11. AVAILABILITY: The Sonoma Clean Power incentive is available only to non-profit organizations that are Sonoma Clean Power customers while funds and vehicle inventories last. After execution of the Agreement, the non-profit must complete the purchase or lease of the electric vehicle within six months; otherwise the contract expires.
- 1.12. LIMITS: Limit two incentive agreements per non-profit organization. SCP reserves the right to deny the application and incentive of any non-profit at its sole discretion.
- 1.13. REIMBURSEMENT: Sonoma Clean Power will reimburse the Organization once they have shown evidence of the following;
 - i. Proof of Insurance
 - ii. A receipt which documents the make and model of the vehicle and the total price paid
 - iii. Documentation that the SCP logo has been affixed to the vehicle as agreed upon.

Upon review and approval of the documentation, Sonoma Clean Power will pay the Organization the reimbursement amount within thirty (30) days.

If you have questions about Nonprofit EV Incentive Terms and Conditions, contact Sonoma Clean Power by phone at (707) 978-3463 or by email at programs@sonomacleanpower.org.