



## Nonprofit EV Rebate Terms and Conditions

The following terms and conditions apply to the Sonoma Clean Power Authority's ("SCP"), a California joint powers authority, Nonprofit Electric Vehicle Rebate program ("Program"). Nonprofit organizations that are SCP customers and interested in participating in the Program must demonstrate compliance with the terms and conditions contained herein and enter into a Nonprofit EV Rebate Agreement ("Rebate Agreement") with SCP to receive a reimbursement for purchasing or leasing an eligible all-electric vehicle.

### 1. GENERAL TERMS AND CONDITIONS

1.1. **REBATES:** The Program consists of a rebate for nonprofit organizations to purchase or lease an all-electric vehicle. The rebate consists of a reimbursement for the actual amount paid by an eligible organization to purchase or lease (for a term of at least three years) an eligible all-electric vehicle, which reimbursement shall not exceed **\$15,000** for a passenger vehicle, or \$22,500 for a vehicle with a maximum published payload over 1,500 pounds. The reimbursement is provided by SCP to eligible nonprofit organizations that are customers of SCP, execute the Rebate Agreement, and demonstrate to SCP, pursuant to the terms and conditions contained herein and in the Rebate Agreement, that the organization has satisfied all Program requirements.

1.2. **ELIGIBILITY:** Organizations must be one or more of the following:

- i. A nonprofit corporation formally recognized by the U.S. Internal Revenue Service ("IRS") as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization.
- ii. An organization with a fiscal sponsor that is formally recognized by the IRS as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization.
- iii. A tribal government or other tribal entity with tax-exempt status.

Organizations must also be SCP customers and demonstrate compliance with all Program requirements outlined in these terms and conditions and the Rebate Agreement. Organizations must not be organized for primarily religious or political activities, as determined solely by SCP.

1.3. **PROOF OF STATUS:** An organization must prove it qualifies as an eligible organization pursuant to Section 1.2 (Eligibility) by providing to SCP any of the following:

- i. Proof that the IRS currently recognizes the organization as an eligible tax-exempt organization;
- ii. A statement from a State taxing body or the State Attorney General certifying that:
  - I. The organization is a nonprofit organization operating within the State; and
  - II. 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 that clearly establishes the organization's nonprofit status; or
  - iv. Any item described in paragraphs (1.3)(i-iii) of this Section 1.3, if that item applies to a State or national parent organization, together with a statement by the State or national parent organization that the applicant is a local nonprofit affiliate.
- 1.4. ELIGIBLE VEHICLES: Eligibility is limited to any new or used all-electric vehicle with a manufacturer's suggested retail price ("MSRP") less than \$80,000; exceptions may be approved by SCP at SCP's sole discretion with prior written approval. Vehicles may be purchased, or acquired through a lease agreement for a term of not less than three (3) years.
  - 1.5. PROGRAM PERIOD: The Program commenced on October 1, 2022. Rebates are available only while funds last, and on a first-come, first-served basis. The Program is funded on an annual basis. Once the annual Program budget has been exhausted, the rebate may be temporarily unavailable.
  - 1.6. USAGE: The organization must use the eligible vehicle as a fleet/pool vehicle, subject to the organization's fleet/pool vehicle policy, or policies. The incentivized vehicle may not be restricted to usage by one specific person, staff, or officer, and it may not be used for the personal use of one person, staff, or officer.
  - 1.7. RESPONSIBILITY: The organization is solely responsible for determining whether it is 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 (i) the acquisition of an eligible all-electric vehicle, (ii) the MSRP of the vehicle, and (iii) the actual price the organization paid to purchase or lease the all-electric vehicle. The organization must also maintain insurance as described in the Rebate Agreement, unless such insurance requirements have been expressly waived in writing by SCP. Organizations must retain such records and make them available to SCP upon SCP's request for a period of four (4) years following its receipt of any rebate.
  - 1.9. VEHICLE BRANDING: Organizations must incorporate SCP's logo onto both sides of the vehicle of a design, dimensions, and location agreed upon by SCP. Organizations will be responsible for the cost of branding and ensure that the SCP 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 REBATES TO YOUR PURCHASE/LEASE TRANSACTION ARE PROPERLY APPLIED BEFORE YOU FINALIZE THE TRANSACTION. SONOMA CLEAN POWER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY VEHICLE PURCHASED OR LEASED FOR PURPOSES OF PARTICIPATING IN 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 rebate is available only to nonprofit organizations that are SCP customers, and only while Program funds remain available. Following execution of the Rebate Agreement, the nonprofit must complete the purchase or lease of the all-electric vehicle within six (6) months.
- 1.12. LIMITS: Limit two (2) Rebate Agreements per nonprofit organization. SCP reserves the right to deny the application and rebate of any nonprofit at its sole discretion.
- 1.13. REIMBURSEMENT: SCP will reimburse the organization once it has shown evidence of the following:
  - i. Proof of insurance demonstrating compliance with the insurance requirements in the Rebate Agreement;
  - ii. A receipt that identifies the vehicle's make, model, MSRP, and actual price paid to purchase or lease the vehicle; and
  - iii. Proof that the SCP logo has been affixed to the vehicle as agreed upon pursuant to Section 1.9 (Vehicle Branding) of these terms and conditions.
- 1.14. WAIVER OF SOVEREIGN IMMUNITY: To be eligible for the rebate, tribal governments and tribal entities must consent to the jurisdiction of federal or State courts with jurisdiction over Sonoma County solely for disputes arising from participation in Sonoma Clean Power's Nonprofit Electric Vehicle Rebate Program and any related agreements. This waiver does not extend to any other matters or jurisdictions.

Upon review and approval of the documentation, SCP will pay the organization the reimbursement amount within thirty (30) days pursuant to the terms of the executed Rebate Agreement.

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