

Terms and Conditions

**California E-Bike Incentive Project**

**Retailer Terms and Conditions**

**Approved Retailer Terms and Conditions**

Only retailers who have been approved to participate in the California E-Bike Incentive Project will be eligible to receive incentive funds for vouchers redeemed by Program participants. All retailers wishing to participate in the Program must submit an application and be approved by the Program Administrator, Pedal Ahead. Retailers must submit a separate application for each specific e-bike model. Qualified applicants will only be allowed to redeem vouchers for these pre-approved e-bike models.

Retailers must be in possession of Commercial General Liability Insurance that include coverages for; bodily injury, broad form property damage, personal injury, products/completed operations, and liability arising out of subcontractors with minimum limits of \$1 million per occurrence/\$2 million general aggregate.

As an approved retailer, you will be responsible for processing incentive amounts as point-of-sale discounts for Program participants. Retailers are responsible for certifying that e-bikes are ANSI/CAN/UL-2849 certified and/or EN-15194 certified as well as meeting all other eligibility requirements. Once this process has been completed, at the point of sale, as detailed in the Implementation Manual, all required information must be submitted in a complete and accurate manner in order to receive the incentive payout. Payouts will be disbursed with a target timeframe of 2 weeks via an ACH Transfer. This may be impacted by applicant volume. Retailers will need to upload:

- A copy of the sales receipt that clearly lists purchase date, an itemization of eligible purchase costs, total purchase price, incentive amount deducted and signature of voucher recipient.
- Provide e-bike model and serial number with payout request form that is signed by the participant.
- The Acknowledgement of Receipt form signed by both the participant and the retailer.

Approved retailers must agree to deliver all e-bikes fully assembled to participants. Retailers must also have the ability to supply parts to local or mobile service providers so that participants can access services and repairs.

Retailers must submit a separate application for each specific e-bike model. Qualified applicants will only be allowed to redeem vouchers for these pre-approved e-bike models.

### **Data Collection**

By submitting an application and becoming an approved retailer for the California E-Bike Incentive Project, you authorize CARB and Pedal Ahead to: collect and publish data related to participation in the California E-Bike Incentive Project; send emails, text messages, and other notifications related to the program; share your responses to any of these communications; publish the results for regulatory and promotional purposes; and use any video or photographs taken of you/your business in connection with the program.

Where there is any need for data capture, this information will be stored securely. Any data shared by a third party will be secured by the verified resource.

### **Indemnification and Waiver**

You shall defend, indemnify, and hold us, our parent and affiliated entities and all other partners or sponsors of the California E-Bike Incentive Project harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from the use of the e-bike by you or any other person, including claims of, or liabilities to third parties. You may present a claim to our insurance carrier for such events or losses, but in any event, you shall have final responsibility for all such losses.

**YOU WAIVE ALL/ANY CLAIM AGAINST US, PARENT AND AFFILIATED ENTITIES AND ALL OTHER PARTNERS OR SPONSORS OF THE ELECTRIC BICYCLE INCENTIVE PROJECT FOR INCIDENTAL, SPECIAL, LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS INCENTIVE PROGRAM.**

**Signature**

By signing these Terms and Conditions, I agree that I have read and understood the California E-Bike Incentive Project Terms and Conditions, including the Program Implementation Manual.

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Signature of Representative

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Printed Name

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Business Name

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Date