

## **HVIP and Low NOx Engine Incentives Voucher Request and Terms and Conditions Form Purchaser/Lessee Terms and Conditions**

### **Purchaser/Lessee:**

As a condition for participating in the State of California, Air Resources Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and Low NOx Engine Incentives Administered through HVIP Implementation Manual, the purchaser/lessee must comply with the requirements below:

1. I have read, understand and agree to all provisions within the HVIP and Low NOx Engine Incentives administered through the HVIP Implementation Manual;
2. I agree to register the vehicle in California with the Department of Motor Vehicles (DMV) Military vehicles are not subject to this requirement;
3. I agree to allow CARB, Grantee, or their designee to verify the vehicle registration with the DMV;
4. I agree to maintain vehicle insurance as required by law;
5. I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
6. I agree to ensure plug-in vehicles purchased with an HVIP voucher, including plug-in hybrid vehicles, plug-in electric vehicles, and aerial boom vehicles with zero-emission power take-off, will be plugged in regularly as recommended by the vehicle manufacturer to ensure battery durability, efficiency, and reliability;
7. I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations;
8. I agree to own/lease and operate this vehicle 100 percent in California for a minimum of three years from the date of purchase/lease unless: 1) the vehicle is an emergency response vehicle which may be deployed out of state, or 2) the vehicle address identified in this form is in a county which borders Arizona, Nevada, Oregon or Mexico. In these two cases only, the vehicle may operate outside of California for up to 25 percent of its mileage if a written request to do so is included with this voucher request form and the request is approved by CARB, Grantee, or their designee. Military vehicles are not subject to this requirement;
9. I agree to retain ownership/lease of the vehicle for at least three years from the date of purchase/lease, unless given explicit prior written approval to sell the vehicle from CARB;
10. I agree to keep written records of the vehicle or low NOx engine purchase/lease for three years after the purchase/lease date and provide CARB or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information;
11. For Low NOx Engine Incentives funded with GGRF funds through HVIP, I agree to have a renewable fuel contract using 100% renewable fuel for 3 years or more, providing fuel for new vehicles equipped with low NOx engines or existing vehicles repowered with low NOx engines. The 3-year renewable fuel contract will cover the vehicle for 3 years once the

vehicle is placed into service or the repowered vehicle is placed back into service. The fuel contract will be reviewed by the HVIP and Low NOx Engine Incentives Grantee to verify that the above information is included in the contract. I will complete and submit the yearly questionnaire to the Grantee;

12. I agree that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation of any person or entity;
13. I agree to complete the annual usage survey and questionnaire for three years, as requested by CARB. Military vehicles are not subject to this requirement;
14. I agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, I agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to the CARB Grantee, or their designee the aggregated vehicle operation within disadvantaged communities and zip codes containing disadvantaged communities. Vehicles equipped with low NOx engines, and military vehicles are exempt from this requirement;
15. I agree to be available for a follow-up inspection by CARB, Grantee or their designee, if requested;
16. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP and Low NOx Engine Incentives;
17. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
18. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received; and
19. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

**By signing the HVIP Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above.**

**I certify under penalty of perjury that the information provided is accurate.**

Name of Vehicle or Low NOx Engine Purchaser/Lessee: \_\_\_\_\_

Signature of Vehicle Purchaser/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

## **HVIP and Low NOx Engine Incentives Voucher Request and Terms and Conditions Form Dealer Terms and Conditions**

**Dealer:**

1. I have read, understand and agree to all provisions within the HVIP and Low NOx Engine Incentives administered through the HVIP Implementation Manual;
2. The vehicle and vehicle order information identified on this form are true and correct;
3. I understand that this HVIP or Low NOx Engine Incentives voucher request is only valid for this specific vehicle or low NOx engine purchaser/lessee and vehicle, and that any voucher provided based on this voucher request will be null and void if the purchaser/lessee and vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP and Low NOx Engine Incentives requirements;
4. I have the legal authority to participate in HVIP or Low NOx Engine Incentives for the Dealer described in this agreement;
5. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

**By signing the HVIP and Low NOx Engine Incentives Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above.**

**I certify under penalty of perjury that the information provided is accurate.**

Name of Dealer Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

**PLEASE RETURN SIGNED  
DOCUMENTS TO:**

HVIP Voucher Processing  
c/o Tetra Tech  
249 E. Ocean Blvd, Suite 325  
Long Beach, CA 90802