

Electric Vehicle Ride Sharing Pilot Program for Multi-Family Accommodations Application Form

GENERAL INFORMATION ABOUT THE REBATE APPLICATION:

The City of Anaheim Public Utilities (APU) is offering rebates to Multi-Family Accommodation (MFA) Customers including, but not limited to, Property Management Companies, Authorized Representatives of Property Owners, or associated Resource Centers each located within Disadvantaged or Low Income Communities within APU's service territory who offer Electric Vehicle (EV) ride sharing to their residents. Customers who provide EV ride sharing to their residents and comply with the Electric Vehicle Ride Sharing Pilot Program for Multi-Family Accommodations in Low Income and Disadvantaged Communities (Program) Application Terms and Conditions will receive a rebate for the actual cost of an EV lease with a lease period of no more than three (3) years with no more than two (2) EVs per MFA location for a maximum lease amount of \$12,000 per shared EV, per year. In addition, the Program will provide up to \$36,000 per year per MFA to pay the costs associated with eligible resident EV usage for a maximum of two hundred (200) licensed drivers for a maximum of twenty (20) hours of EV usage per licensed driver. Funding for this Program is approved annually by the Anaheim City Council and Program funds are dependent on Low Carbon Standard Fuel Credit funds availability.

To participate, please complete and submit this Program Application Form for each MFA location to EVRebates@anaheim.net OR mail to Anaheim Public Utilities, EV Programs, 201 South Anaheim Blvd., Suite 801, Anaheim, CA 92805.

- Please read the Program Application Terms and Conditions located on the reverse side of this document carefully before filling out this Application.
- In order for an application to be approved, Customer must submit a signed agreement and/or contract between the Customer and EV ride sharing vendor (Vendor) to provide EV ridesharing to MFA residents within three (3) months of the rebate Program Application date, otherwise the MFA application will not be approved.
- Upon approval of Program Application, pending receipt of the Vendor/Customer EV ride sharing agreement/contract, Customer must cause the EV to be available at the MFA within six (6) months of the EV ride share agreement/contract date.
- In order to be eligible to receive rebates, all EV ride sharing related invoices must be submitted to APU within 30 days of receipt, and visual confirmation of the availability and operability of the ride sharing EV(s) may be performed by Anaheim Public Utilities.
- If you have any questions, please contact the Program Manager at **714.765.4952** or EVRebates@anaheim.net
- Program funds are limited and subject to available funding.

CUSTOMER INFORMATION

Name Listed on Customer Account:	Customer Contact Name:	Customer Email Address:
Customer Daytime Phone Number(s):	Customer Mailing Address:	Number of EVs Planned:
Multi-Family Accommodation Address (if different from above):		Anaheim Electric Account Number:
Shared Electric Vehicle Make and Model #1, (Optional):		
Shared Electric Vehicle Make and Model #2, (Optional):		
Number of Units at the Multi-Family Accommodation (MFA):		MFA Property Manager:
Vendor Name:	Vendor Mailing Address:	Vendor Daytime Phone Number(s):
Customer Signature:		

FOR OFFICE USE ONLY

Rebate Pre-Approval Number:	Pre-Approval Date:	Pre-Approved By:
Rebate Expiration Date:	Notes:	



**Electric Vehicle Ride Sharing Pilot Program for Multi-Family Accommodations in
Low Income and Disadvantaged Communities**
PROGRAM TERMS AND CONDITIONS

1. **AVAILABILITY:** The Electric Vehicle Ride Sharing Pilot Program for Multi-Family Accommodations (MFA) in Low Income and Disadvantaged Communities (Program) is subject to available funding and is being provided on a first-come, first served basis to Customers. Customer execution of the Program application and acceptance of the rebate payment (Rebate) from the City of Anaheim (City) Public Utilities Department (APU) shall constitute the Customer's acceptance to be bound by the Program terms and conditions. Customer acknowledges that Customer is only eligible for a rebate for two (2) Electric Vehicles (EV) per MFA location regardless of the number of APU electric meters on Customer's premises. Customer may acquire additional EVs at Customer's own expense.

2. **ELIGIBILITY:** Only APU Customers taking electric service with electric accounts that are in good standing are eligible to participate in the Program. MFAs must be within the APU's service area. For the purposes of this Program, Disadvantaged Communities are identified by the California Environmental Protection Agency (CalEPA) as the top 25% most impacted census tracts in CalEnviroScreen 3.0 - a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. Low-Income communities and households are defined as the census tracts and households, respectively that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) 2016 State Income Limits. MFA's may be identified within the California Air Resources Board's Priority Population Map at <https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>.

3. **CUSTOMER RESPONSIBILITIES:** It shall be the Customer's sole responsibility to select and hire an EV ride sharing vendor (Vendor) to facilitate their EV ride sharing program. APU does not endorse or preapprove any Vendor, therefore, any such representations made by any Vendor are inaccurate and false. Customer is solely responsible for ensuring their EV ride sharing agreement/contract (Ride Sharing Contract) with Vendor in good standing. Customer agrees to ensure that: (a) an EV Ride Share Vendor complies with all applicable federal, state, and local laws; and (b) Vendor has obtained all required permits for the EVs or EV charging station(s). Customer agrees to ensure that Customer and/or Vendor maintains the availability and operability of the EVs that are part of this Program (this obligation includes, but is not limited to, cleanliness, repair, and maintenance of the EVs to ensure they are in proper working condition). Customer is responsible for ensuring that the Vendor, at the Vendor's sole cost and expense, undertakes and completes all actions related to the repair and/or replacement of the EVs in a timely manner including, but not limited to, making arrangements for EV serving and/or manufacturer warranty service.

The City is not responsible for Vendor's workmanship, the number or quality of the EVs Vendor provides, or the Vendor's failure to comply with applicable laws and/or safety standards. It shall be the Customer's sole responsibility to ensure: (i) Vendor possesses the appropriate licenses, insurances, and other pertinent safety certifications; (ii) Vendor performance; (iii) the performance of any Vendor products and/or EVs; and (iv) acceptance of any Vendor materials.

5. **VISUAL CONFIRMATION:** APU has the right to conduct MFA on-site visual confirmation of the availability and operability of the ride sharing EV(s) to verify that all conditions of the Program are satisfied prior to awarding any Rebate. Customer agrees to provide APU reasonable access to the MFA EV ride sharing location during normal business hours. Customer understands that the Rebate will not be awarded if access is not granted or the conditions of the Program are not satisfied.

6. **RULES AND LAWS GOVERNING PROGRAM AND INTERPRETATION:** Customer's Program participation shall be administered and interpreted under the laws of the State of California and subject to the APU's *Electric Rates, Rules and Regulations*. Any term not defined herein shall have the meaning set forth in the *Electric Rates, Rules and Regulations*. Implementation and management of the Program are in the sole discretion of APU.

7. **PAYMENT:** APU will only award the Rebate to the Customer upon Customer's fulfillment of the Eligibility requirements (Section 2), Visual Confirmation (Section 5), and the timely submission of all EV ride sharing related invoices to APU within 30 days of receipt.

8. **HOLD HARMLESS AND INDEMNIFICATION:** Upon acceptance of the Rebate, Customer hereby agrees to indemnify, defend, and hold harmless the City (including its elected and appointed officials, officers, and employees) for and from any and all claims or actions of any kind presented against the City arising out of or related to Customer's (including Customer's residents, EV drivers, employees, representatives, agents, contractors, and sub-contractors) participation in the Program, excepting only such claims, costs, or liability which may arise out of the sole negligence of the City. Further, the City makes no warranty and is not responsible for any representations, whether expressed or implied including, but not limited to, the warranty of merchantability, fitness, performance, and longevity for any particular purpose, use, or application of the item(s) or measure(s), manufacturers, dealers, contractors, or any other third parties materials, workmanship, the quality, safety and/or installation of the item(s) or measure(s), effects on pollutants, or any other matter with respect to the Program.

9. **COMPLIANCE WITH LAW/PERMITS:** For the purposes of this Program, Customer shall comply with all applicable City, County of Orange, and State of California laws, local conditions, restrictions, codes, rules, and regulations, including property owner and/or homeowner association requirements.

10. **THIRD PARTY BENEFICIARY:** Should the Customer choose to assign the rebate payments to a third party, an Electric Vehicle Ride Sharing Pilot Program for Multi-Family Accommodations Rebate Assignment Form must be completed and submitted to Anaheim Public Utilities.