



## Pre-Application Terms and Conditions

1. To be eligible for the SBCE Residential EV Rebate (Rebate), the applicant (“Applicant” or “you”) must:
  - a. Be a customer of Santa Barbara Clean Energy (SBCE) with an active residential electric Service Account.
    - i. The name on the SBCE Service Account does not need to match the Applicant’s name. However proof of residence at service address is required.
  - b. Own or lease (for a term of not less than 24 months) a qualified pre-owned (used) Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) (both BEV and PHEV referred to herein as EV).
    - i. The EV is considered “pre-owned” only when it comes from a certified pre-owned car dealership.
    - ii. Eligible pre-owned vehicles must meet the following requirements: Must be 8 model years old or newer (e.g., Year 2024 = 2017 or newer), less than 75,000 original miles, no modifications to chassis or emission control systems, clean Title (cannot be salvaged), no open recalls (closed recalls must show proof of repairs).
  - c. Qualifying Electric Motorcycles include:
    - i. Motorcycles or motor-driven cycles, according to the DMV under California Vehicle Code Sections 400, 12804.9(b)(4) and 405, 12804.9(b)(4), that require the applicant to obtain motor vehicle insurance, an M1 driver’s license, and license plates for their electric motorcycle. The Electrify Santa Barbara Program does not provide incentives for Class 1, 2, or 3 electric bicycles, or the electric equivalent of a motorized bicycle, such as a moped.
  - d. Register the vehicle at the same Service Address corresponding to your household’s residential SBCE account. The address on the application must match the address listed on the vehicle registration and the Service Address associated with the residential Service Account Number provided. Note: If the vehicle registration lists a past address, change-of-address documentation is not accepted in place of an updated registration.
  - e. Have the vehicle registered in the Applicant’s individual name and match the address associated with SBCE. Vehicles registered only in the name of a business are not eligible. Note: Paid registration for a Planned NonOperational (PNO) vehicle is not acceptable to meet the “proof of current vehicle registration” requirement.
  - f. Provide a copy of the Applicant’s valid California driver’s license.
  - g. Successfully submit a Rebate application (Note: You may not start a Rebate application prior to purchase or lease and possession of a qualified EV). An Application is considered submitted once your application form is completely filled out, all supporting documents are uploaded, and SBCE sends you an email confirmation that your application and documents were submitted.
    - i. The date of purchase or lease shall be the date listed on the purchase or lease contract.

- ii. Private party EV purchases are not permitted for this rebate. The “pre-owned” EV must be from a certified pre-owned dealership.
2. To be eligible for the Rebate, the Applicant agrees to lease or own the vehicle with a current California registration for a minimum of 24 consecutive months after the vehicle purchase or lease date. Lease terms of at least 24 months are required for Rebate eligibility.
  - a. If the lease agreement submitted does not have a minimum lease term, the vehicle is not eligible for the Rebate unless the Applicant can provide other proof, acceptable to SBCE in its sole discretion, that Applicant will lease the vehicle for at least 24 months.
3. A Rebate may only be issued to a registered owner or lessee once per EV, as identified by the VIN. If the qualifying EV is co-owned or co-leased, only one co-owner or co-lessee is eligible for a Rebate, and no co-owner(s) or co-lessee(s) of the Applicant, at the time of purchase or lease or thereafter, may apply for a Rebate for the same EV at any time, even if Applicant is removed from the vehicle registration or any owner(s)/lessee(s) move to a new residential address.
  - a. For the avoidance of doubt, an Applicant is not eligible to receive a Rebate for a vehicle via the SBCE Residential EV Rebate program if the Applicant, or a co-owner or co-lessee of the Applicant, previously received a rebate for the same vehicle via the SBCE Residential EV Rebate program.
4. In addition to the SBCE Residential EV Rebate requirements, the Applicant may be eligible for the Income Qualified bonus if the Applicant meets specific income based criteria. If the Applicant meets all other program requirements and qualifies under the below example, the Applicant is eligible for the Income Qualified bonus.
  - a. Example: Applicant participated in and provides proof of enrollment, listing the Applicant as the participant, for at least one eligible public assistance program at the date of purchase or lease of the EV. The public assistance programs eligible for the Income Qualified option are found here:
    1. Enrollment and proof of enrollment in a qualified public assistance program in one of the following:
      - a. Bureau of Indian Affairs General Assistance
      - b. CalFresh/SNAP (food stamps)
      - c. CalWorks (TANF)/Tribal TANF
      - d. Head Start Income Eligible (tribal only)
      - e. Low-Income Home Energy Assistance Program (LIHEAP)
      - f. Medi-Cal (income qualified Medi-Cal only)
      - g. Medi-Cal for Families (Healthy Families A&B)
      - i. Supplemental Security Income (SSI)
      - j. Special Supplemental Nutrition Program for Women, Infants, and Children
    - ii. The name of the Applicant must match the name of the participant enrolled in the eligible public assistance program to be eligible. The proof of enrollment in an eligible public assistance program must be dated within 12 months of the application submission date. Additional details on the proof of enrollment documentation may be required for specific public assistance programs, as requested by SBCE. If enrollment cannot be verified or if required details are

missing from provided documents, the Applicant must provide proof of enrollment in another eligible public assistance program.

5. The current Rebate amount is set forth on the Application. Rebate amounts are subject to change at any time. You will be eligible for the Rebate amount posted on the application at the time your application is completed and accepted. Rebate funds are limited and are available on a first-come, first-served basis, while funds last. Rebate checks must be deposited within 180 days of the date listed on the Rebate check. After 180 days the check will become void, and SBCE will not reissue a Rebate check.
6. The name and address on the application must be an exact match to at least one name shown on the vehicle registration. However, if the customer's name entered on the application is not an exact match, SBCE may, in its sole discretion if it determines that the names are substantially similar, edit the applicant's name to match that on the vehicle registration (e.g., "Matt" becomes "Matthew").
7. If the customer's name entered on the application is not the same name as at least one registered owner of the vehicle on the registration, the application will be rejected. A registered owner may submit a new application in their own name, if eligible.
8. Program communications, such as requests for additional documentation, Application approval notifications, and payment notifications, will be sent via email. It is the Applicant's responsibility to ensure their email address is accurate and permits the receipt of program emails.
9. The Rebate and the terms and conditions of the SBCE Residential EV Rebate Program (Program) are subject to change, and the Program can be terminated at any time by SBCE.
10. You authorize SBCE to send you email messages to the email address you have provided related to the Rebate and the Program, including but not limited to, information about plug-in electric vehicles, electric vehicle rate plans, information about charging or charging programs, and surveys regarding your electric vehicle experience. You: (i) acknowledge that you are the authorized user of the email address provided in the application; and (ii) grant SBCE express permission to send emails related to your application to that email address until such permission is expressly revoked by you.
11. You certify that the information provided in your application is true and correct. You agree to provide any additional information that SBCE may request from you to confirm the accuracy of the information you provide and your eligibility for the Rebate. You acknowledge and understand that obtaining rebates by submitting intentionally inaccurate information and/or making fraudulent misrepresentations or omissions is strictly prohibited, that any wrongfully obtained rebates must be refunded, and that you may be subject to additional civil and criminal liability as a result. You further understand that SBCE may report and release information concerning such wrongdoing to state and local law enforcement, the California Department of Motor Vehicles, and any other appropriate authorities.
12. The Rebate payment shall go directly to the Applicant listed on the application. Payment cannot be assigned or transferred. Applicant is responsible for paying all tax liability imposed as a result of receiving the Rebate. Applicant should consult a tax advisor concerning the taxability of the Rebate, and SBCE is not responsible for any taxes imposed on Applicant as a result of receipt of the Rebate.
13. SBCE makes no representations, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any vehicle, discussed,

selected, rejected, purchased/leased or otherwise considered by customer. Any decisions regarding the selection, design, purchase/lease, use and operation of any vehicle shall be at the sole discretion and are the sole responsibility of the customer. SBCE does not guarantee energy or bill savings as a result of this Rebate.

14. Release and Indemnification: Applicant agrees to release and hold harmless SBCE, its employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with this Program, Applicant's receipt of the Rebate, failure to receive the Rebate, any taxes associated therewith, or Applicant's vehicle registration or registration status. SBCE makes no representations or warranties regarding whether Applicant will or will not qualify to receive the Rebate.