CORE Implementation Manual: Attachment B (Release Date: December 16, 2019)

Attachment B: Purchaser/Lessee Terms and Conditions For the Clean Off-Road Equipment Voucher Incentive Project

In order to participate in the California Air Resources Board's (CARB) Clean Off-Road Equipment Voucher Incentive Project (CORE), the purchaser or lessee (as applicable) must agree with all of the following terms and conditions at the time of voucher request:

1. I agree:

- a. To retain ownership/lease of the CORE-funded equipment (purchased as new or converted) for the duration of the project participation period (i.e., the three-year period from the date of equipment [purchase or leased as new or converted] delivery or final payment, whichever is later), unless given explicit prior written approval by CARB to sell the piece of equipment.
- b. To operate the equipment/conversion such that 100 percent of its use will be in California for the duration of the project participation period, except as provided for in Section F.4 of the CORE Implementation Manual.
- c. To operate the equipment/conversion for a minimum of 800 hours annually, for the project participation period (three-year average), except as provided for in Section F.2. of the CORE Implementation Manual.
- d. Not to modify the equipment's or conversion kit's powertrain or software calibrations, except as allowed by the manufacturer.
- e. To maintain insurance for the CORE-funded equipment as required by law.
- f. To respond in a timely manner to annual CORE usage and experience surveys or questionnaires conducted by the manufacturer or Project Administrator (CALSTART).

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- g. To remain in compliance with all applicable federal, state, and local air quality rules and regulations.
- h. To register the equipment (except for military vehicles) in California with the Department of Motor Vehicles (DMV), if applicable.
- i. To allow CARB, the Project Administrator, or their designee to verify registration through the DMV.
- j. To operate and maintain the equipment as recommended by the manufacturer to ensure equipment durability, efficiency, and reliability.
- k. To make available the equipment for follow-up inspections by CARB, the Project Administrator or their designee, if requested.
- To provide CARB, the Project Administrator, or their designee all requested information related to any equipment purchased or leased with a CORE voucher (including purchase, lease, or rental agreements) within thirty days of written request for such information.
- m. To allow the manufacturer to access the equipment's or conversion's monitoring, data-collection, and telematics systems, so that the manufacturer is able to fulfill its reporting obligation to CARB (as outlined in Sections E.7, Telematics Reporting, and D.2.h of the CORE Implementation Manual. Such information could include aggregated data on the equipment's location to determine operating time within disadvantaged and low-income communities.
- 2. The information provided for this voucher request, including all supporting documentation, is true and correct.
- 3. I understand that I will be required to repay any CORE voucher funds received if I fail to comply with the terms and conditions of this agreement.

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4. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

By signing below, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above and in the CORE Implementation Manual.

Signature:
Signature:

PLEASE RETURN SIGNED DOCUMENTS TO:

CORE Voucher Request Processing

c/o Tetra Tech

249 East Ocean Boulevard, Suite 325

Long Beach, California 90802