

**AB 118: HYBRID OFF-ROAD EQUIPMENT PILOT PROJECT
DEPLOYMENT ELEMENT
Dealership Agreement Terms**

As a licensed KOMATSU or CATERPILLAR Equipment Dealership (Dealership), I agree to the following Agreement Terms for participation in the AB 118: Hybrid Off-Road Equipment Pilot Project (Off-Road Pilot):

1. Payment: The Center for Environmental Research and Technology at University of California Riverside (CE-CERT) will not pay or otherwise directly reimburse or compensate in any way a Dealership for its services rendered in keeping with this Agreement, but the benefit received by Dealership under this Agreement is the opportunity to participate in the Off-Road Pilot, which includes the corresponding opportunity for the Dealership to profit from the sale of equipment to Off-Road Pilot equipment purchasers.
2. Reduction in Equipment Purchase Price: The dealership must show the voucher amount on the replacement equipment invoice. This amount should not reduce the sales price of the equipment but should reduce the amount the equipment purchaser will pay for the equipment. The receipt of voucher funds does not lower the base price of the equipment and does not reduce the tax basis of the equipment.
3. Voucher Requests: The Dealership agrees that all voucher requests include a real and valid Dealership Purchase Order (PO) for eligible hybrid equipment (Komatsu or Caterpillar). Dealership PO's be on Dealership letterhead, include project equipment make/model, purchasing fleet information, purchase price before and after voucher discount, PO date, expected delivery date, and include original signatures of authorized Dealership and purchasing fleet representatives. CE-CERT shall provide the Dealership with a voucher for eligible hybrid equipment purchases on a first-come, first-served basis, with vouchers valid for a nine month period from voucher issue date. The Dealership agrees to project requirements identified in the Hybrid Off-Road Equipment Project Implementation Manual, Section 2.2.
4. Dealership Qualifications: Dealership warrants that it meets the following minimum qualifications for participation in the ORVIP, and will continue to meet these qualifications throughout its participation in the ORVIP.
 - a. Dealership has had a valid business license in California for a minimum of the last two (2) years.
 - b. Dealership agrees to allow the Air Resources Board (ARB) or its designee to inspect equipment or audit program records covered under this Agreement during normal business hours.
5. Inspections: Inspections described below require inspection forms be completed and photographs taken to document equipment.

DRAFT FOR DISCUSSION ONLY

6. Dealership Reimbursement: Dealership must submit the following valid documentation to CE-CERT within 90 days of new equipment delivery for reimbursement of a project voucher:
- a. Bill of Lading or equivalent, including equipment recipient, delivery date, make, model, model year and engine family.
 - b. Final equipment invoice on Dealership letterhead and signed by the Dealership that shows the final purchase price less the voucher award;
 - c. Copy of the original voucher;
 - d. Copy of finance documentation (if applicable); and
 - e. Equipment Inspection Form and associated photographs.

The Dealership will be reimbursed by CE-CERT for the voucher amount once CE-CERT approves the required voucher redemption documentation.

7. California Budget Act: The Dealership agrees that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Off-Road Pilot, this Agreement shall be of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the Dealership or to furnish any other considerations under this Agreement.
8. Noncompliance: Noncompliance with this Agreement may lead to canceling the Agreement and recapturing voucher funds, among other remedies. ARB and CE-CERT may disqualify a Dealership from Off-Road Pilot participation and seek other remedies as available under the law for noncompliance with this Agreement.

I certify under penalty of perjury that all information provided on this attachment is true and correct.

Dealership Name:	Dealership Address:
Printed Name of Responsible Party:	Title:
Responsible Party Phone No.	Responsible Party E-mail:
Signature of Responsible Party:	Date: