

Commercial Electric Forklift Incentive Program: Application Form

| VPU CUSTOMER INFORMATION | [| | | | | | | | |
|---|--|---|--|--|--|--|--|--|--|
| Name Listed on VPU Account: | Company/Customer | Name: | VPU Account Number: | | | | | | |
| | | | | | | | | | |
| VPU Service Address: | Mailing Address (if di | fferent from Service): | Email Address: | | | | | | |
| Phone Number: | Business Type: | | Federal Tax ID: | | | | | | |
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| CONTRACTOR/VENDOR INFORMATION (IF APPLICABLE) | | | | | | | | | |
| Company Name: | Company Represent | ative: | Contractor License Number: | | | | | | |
| Company Address: | Representative Phon | e Number: | Representative Email Address: | | | | | | |
| ELECTRIC FORKLIFT DETAILS | | | | | | | | | |
| Number of Electric Forklift(s): | Electric Forklift (Make | e and Model): | Total Electric Forklift Cost(s): | | | | | | |
| () | , | , | - (/ | | | | | | |
| E-Forklift(s) Leased or Purchased? | Install new chargers for E-Forklift ? (Yes/No) Existing Forklift Fuel Type (Ex:Diesel/C | | | | | | | | |
| Please indicate the <u>date</u> of E-forklift lease or purchase. If leased, also specify the lease term (3 year minimum): | | | | | | | | | |
| Copy of the Purchase or Lease Agreement | for the electric forklift(s | | Yes No | | | | | | |
| Copy of the Electric forklift(s) technical spec | cifications attached? | | Yes No | | | | | | |
| How will the Electric Forklift(s) be charged at your facility? (Ex: Level 1-120v, Level 2-240v, Level 3/DCFC-480v) | | | | | | | | | |
| CUSTOMER INCENTIVE (VPU St | aff Only) | | | | | | | | |
| Incentive Requested Amount: | Applying for CEVSE | | Yes No | | | | | | |
| Incentive Approved Amount: | Building Permit No. (| If Applicable) | Electric Forklift Application Number: | | | | | | |
| moditive representations. | Building Formit No. (| п пррпоцыю ј | Licotro i ordini i ppilodilori i turnisor. | | | | | | |
| VPU Approval Signature: | | VPU Approval Name | | | | | | | |
| Date | | Title | | | | | | | |
| CUSTOMER SIGNATURE | | l | | | | | | | |
| I certify that I am authorized to sign the Commodify that the information on this form is true Program Terms and Conditions. I will allow VI acknowledge that the Rebate will not exceed Customer's receipt of the Rebate, Customer henvironmental attributes and/or benefits associated California Low Carbon Fuel Stand | and correct. I understal PU, at its discretion, to o total cost of the electric hereby assigns, transfer ciated with or attributable | nd and agree to the atta conduct an on-site insp forklift(s) and installation s, and conveys to VPU te to the Electric Forklift | ached Commercial Electric Forklift ection to verify the above information. I on combined. In consideration of , without limitation, any and all | | | | | | |
| Customer Signature | | Print Name | | | | | | | |
| Date | | Title | | | | | | | |

COMMERCIAL ELECTRIC FORKLIFT DETAIL FORM

| Customer: | |
|------------------------------|--------------------------|
| Customer Address: | |
| VPU Account #: | |
| Facility Owner's Federal Emp | plover Identification #: |

| E-Forklift Make | E-Forklift Model | Charger Brand | Charger Model | Charger Serial Numbers | Ports per Charger | E-Forklift Type: Class 1-2 | Charger GPS (xx.xxxxxx, -xx.xxxxxx) | E-Forklift Serial Number |
|--------------------|---------------------|------------------|------------------|------------------------------|-------------------------|----------------------------------|-------------------------------------|--------------------------------|
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INSTRUCTIONS FOR COMPLETING TABLE

Federal Employer Identification Number: Enter the the facility owner's FEIN, typically listed on a W-9

E-Forklift Make: Please list the manufacturer of each individual E-Forklift unit

E-Forklift Model: Please list the model of each individual E-Forklift unit

EV Charger Brand: Specify the brand of EV charger (ChargePoint, Tesla, etc.)

EV Charger Model: Enter complete model number of the EV Charger

EV Charger Serial Numbers: Enter serial number for each EV Charger (separate row for each charger)

Ports per EV Charger: Enter the number of charging ports per EV Charger (i.e. dual port = 2)

E-Forklift Type: Indicate whether each E-forklift unit is categorized under Class I or Class II

EV Charger GPS (xx.xxxxxx, -xx.xxxxxx): Enter GPS coordinates for each EV charger, including the trailing 6-digits after the decimal

E-Forklift Serial Number: Enter the unique serial number for each individual E-Forklift



Commercial Electric Forklift Incentive Program: Terms and Conditions

- **1.REBATE CONDITIONS:** The Commercial Electric Forklift Incentive Program ("Program") is subject to available funding and the terms and conditions contained herein. Customer's acceptance of the rebate payment ("Rebate") from the City of Vernon, Public Utilities Department ("VPU") shall constitute the customer's acceptance of these terms and conditions and consideration by both parties to form a binding agreement. No changes to the terms and conditions, or the Program, shall be binding unless agreed to in writing by the City of Vernon ("City").
- 2.PROGRAM PURPOSE: The purpose of the Program is to provide incentives, in the form of a rebate, to non-residential electric customers ("Customer") located within the VPU electric service territory, to install, operate, and maintain electric forklifts ("E-Forklifts") within the City of Vernon. Residential electric accounts are defined as customers enrolled in the domestic service (Schedule No. D). All E-forklifts incentivized through this program will utilize charging infrastructure served by applicable VPU commercial electric rate schedules and metering.
- 3.REBATE DETAILS: The Rebate is for the reimbursement of actual expenses incurred for the purchase or lease of individual E-forklift units, less any additional rebates or grants received from other agencies, or expected to be received, from third-parties or other agencies for the same E-forklift unit. The Rebate shall be for actual expenses, as documented with receipts ("Purchase Agreements" or "Lease Agreements"), submitted with the Commercial Electric Forklift Incentive Program Application Form ("Application"), less other rebates and/or credits expected or received for the same E-forklift.

The following rebate amounts are effective for the lease or purchase of qualifying E-forklift(s):

- New Class I and Class II E-Forklifts that meet all applicable requirements described herein are eligible for a \$3,000 rebate per unit.
- Customer is eligible to receive a maximum of five (5) E-Forklift rebates for each VPU service address served by an active VPU commercial electric account. In no case shall the rebate exceed the cost of equipment, permits and installation.

4.PROGRAM SUBJECT TO MODIFICATION OR TERMINATION:

Commercial Electric Forklift Incentive Program ("Program") funds are limited, and Rebates are not guaranteed. Program may be modified or terminated by VPU without prior notice.

5.PROGRAM AGREEMENT: An Agreement and all required documents shall be submitted by the Customer to VPU within 180 days of lease or purchase. Incomplete Applications, including but not limited to, missing documentation or those that do not meet the Program criteria will not be considered for the Rebate.

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The responsibility falls on the customer to manage the installation contractor(s), ensure that the E-forklifts(s) are completed and properly installed in a timely manner and all documents are provided to VPU for review and final processing of the Rebate.

- 6.CUSTOMER AND E-FORKLIFT ELIGIBILITY: Only active VPU electric customers with accounts in good standing and served under commercial (non-domestic) electric services, are eligible for incentives under the Program. Only new Class I and Class II E-Forklifts that are leased or purchased qualify for incentives under the Program; new E-forklifts that are leased must have a minimum lease term of three years. All new E-forklift(s) seeking incentives under the Program must be operated for a minimum of three-years at an address with an active meter receiving VPU commercial electric service.
- **7.CUSTOMER RESPONSIBILITY:** If chargers for the e-forklift(s) are to be installed on a Customer site, it shall be the Customer's sole responsibility to hire a contractor that is licensed and in good standing with the State of California. Customer is also responsible for ensuring that contractor performance and all requirements hereunder are satisfied. VPU does not endorse or pre-approve any vendor or contractor, therefore, any such representations are false. Customer agrees to maintain including, but not limited to, repair and maintenance of the E-forklift to ensure it is in proper working condition.
- **8.INSPECTION:** In addition to any City inspections required pursuant to building permits, VPU has the right to conduct an on-site inspection to verify that all conditions of the Program are satisfied prior to processing the Rebate. Customer agrees to provide VPU staff reasonable access to the installation location/site during normal business hours. Customer shall cooperate with VPU or its authorized representative in performing evaluation, measurement, and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to functioning hour meter displays, onsite verification of installation and operation, program compliance, battery charging equipment and observation of battery charging-related facility operations, and Project records. All information collected will be held confidentially and will be used by VPU or its authorized representative for Program analysis purposes only.
- **9.RULES AND LAWS GOVERNING AGREEMENT AND INTERPRETATION:** This Agreement shall be administered and interpreted under the laws of the State of California and subject to the City of Vernon's Electric Rates, Rules, and Regulations.
- **10.PAYMENT:** The Rebate will be awarded only upon receipt of all items listed on the Application and satisfactory inspection of the installation by VPU staff.
- 11.HOLD HARMLESS AND INDEMNIFICATION: Upon acceptance of the Rebate, Customer hereby agrees to indemnify, defend, and hold harmless the City of Vernon (including its elected and appointed officials, officers, and employees) for and from any and all claims or actions of any kind presented against VPU arising out of Customer's (including Customer's employees, representatives, agents, contractors, and subcontractors) performance under this Agreement, excepting only such claims, costs, or

liability which may arise out of the sole negligence of VPU. Further, VPU 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. Moreover, VPU shall not be responsible for workmanship including, but not limited to, quality of E-forklift equipment or the manufacturer's failure to comply with applicable laws and/or safety standards.

12.PERMITS: A building permit from the City of Vernon's Building Division is required for the installation of charging stations. Customer is solely responsible to pay any contractors or sub-contractors for the construction of the EV charging stations.

For the purposes of the E-forklift, Customer shall obtain and comply with all permits/registration required by the City of Vernon, County of Los Angeles, State of California, and the property owner, Customer shall obtain the necessary permits and registrations as part of the E-forklift lease or purchase.

- **13.ENVIRONMENTAL ATTRIBUTES AND BENEFITS:** In consideration of Customer's receipt of the Rebate, Customer hereby assigns, transfers, and conveys to VPU, without limitation, any and all environmental attributes and/or benefits associated with or attributable to the E-forklift, including, but not limited to, the associated Low Carbon Fuel Standard Credits ("LCFS") or successor credits administered by the California Air Resources Board ("CARB").
- **14.DEMAND RESPONSE:** As a condition of the Rebate, Customer may be required to participate in VPU's future demand response program in the event the utility needs to curtail that load during power emergencies.