

Clean Vehicle Assistance Program

Dealership Participation Terms and Conditions

Last Updated: February 6, 2020

Dealership Roles and Responsibilities

As a dealership participating in the Clean Vehicle Assistance Program (CVA Program), your dealership agrees to apply a CVA Program grant toward the purchase of an eligible vehicle for individuals who have been approved by the CVA Program, following the terms below.

Dealership Requirements

Dealerships must fall under one or more of the following categories:

- Franchise Dealership
- Members of the Credit Union Direct Lending (CUDL)

If your dealership does not fall under these categories and would like to be independently vetted by Beneficial State Bank, please contact our program at 559-271-1957 or by email at dealerinfo@beneficialstate.org. Dealerships are vetted and added to the CVA Program Dealership Network at our discretion, we do not guarantee all inquiries will lead to vetting.

To be approved for the CVA Program, dealerships must follow the Dealer Instructions. Dealer Instructions are given to approved CVA Program participants, and can be found at our website: <https://cleanvehiclegrants.org/dealerships/>

Contracts will not be reviewed, and payments will not be made until the dealership has provided **ALL** the required items outlined in the Dealer Instructions. Dealerships will have 10 business days after a purchase to email this information to the CVA Program.

At all times, Dealership shall maintain a valid DMV vehicle dealer's license and shall maintain a dealer's bond at or above the minimum amount required by the DMV.

Purchase Contract Requirements

The purchase contract must be fully executed and signed and include the following information:

- The name and address of purchaser matches the name and address of CVA Program approved participant.
- The correct grant amount for the customer and vehicle is applied to the purchase agreement as a down payment (preferably as a deferred down payment). The grant amount should be notated separately from all other down payments on the purchase contract.
- The "Truth in Lending" section of a purchase contract should be accurately completed based on the type of financing secured.
 - o If a participant is paying cash the "Amount Financed" section should be blank
 - o If a participant secured a loan, this section should be completed with the information provided by the lender

Loan Requirements

The CVA Program will not accept any financing with an interest rate over 12.0%. If this requirement is not met the grant will NOT be paid out.

Participants have the option to finance their vehicle balance with our partners at Beneficial State Bank. Beneficial State Bank has agreed to offer an interest rate of 8% or less for qualifying CVA Program participants, even if they would have otherwise qualified for a higher rate. Loan applicants will still need to meet underwriting standards set by Beneficial State Bank.

They may also obtain financing from a lender that is not Beneficial State Bank. If this is the case, the dealership must properly denote the loan terms on the purchase contract.

Pricing & Incentive Stacking

In addition to the participant's approved CVA Program grant, all other applicable discounts and incentives (such as manufacturer and dealer discounts) must be made available to participants. The dealer should grant additional discounts or incentives to the customer if negotiated by the dealer and customer.

The CVA Program grant cannot be stacked with a Clean Cars 4 All Program, which includes Replace Your Ride (South Coast), Drive Clean in the San Joaquin (Central Valley) and Clean Cars for All (BAAQMD).

Vehicle Eligibility

Eligible vehicles must meet all the following requirements:

- Must meet all vehicle requirements: <https://cleanvehiclegrants.org/vehicles/>.
- Be registered in California upon purchase.
- Vehicle must have California's minimum required automotive insurance.
- Vehicle must be inspected by a license mechanic, and signed documentation of this inspection must be provided to the CVA Program.
 - o Vehicle Repair Order and Invoice are NOT enough to satisfy this requirement

Failure to meet this requirement will result in the grant not being paid out.

Vehicle Warranties, Mechanical Issues, and Open Recalls

- Dealerships must offer an option to purchase, if available, extended vehicle warranty for BEV and PHEV batteries.
- Vehicles experiencing mechanical issues within 7 days of ownership will be reviewed against the mechanical inspection report provided at the time of purchase. If it is determined that the mechanical issue should have been identified in the inspection, the dealership must provide a resolution to the participant and the CVA Program that is fair and reasonable.

- Vehicles with open recalls must have a solution and show proof of being fixed prior to the vehicle sale. If no solution is available from the manufacturer, then the vehicle is not eligible for this program.

Grant Payment

All participating dealerships must provide Automated Clearing House (ACH) payment information to the CVA Program and agree to receive grant payments by ACH.

ACH payments will be made 7-10 business days after participants and dealerships have met program requirements.

Participating dealerships shall not accept any collateral from the participant in lieu of the grant.

The dealership reserves the right to hold the vehicle until ACH payment is received from the CVA Program.

Funding Availability

If CVA Program funds are depleted or reserved, a notice will be posted on our website. Only participants with existing pre-approved applications at the time that funds are depleted will be considered for grant payment. During any period in which CVA Program funds are depleted or reserved, dealerships must contact the CVA Program at 559-271-1957 to verify availability of funds prior to signing a vehicle purchase contract and must continue to follow the processes outlined in these Terms and Conditions.

Code of Ethics and Non-Discriminatory Treatment

Dealerships shall abide by all applicable consumer protection laws, including but not limited to the Automobile Sales Finance Act (Civil Code section 2981 et seq.), the Consumer Legal Remedies Act (Civil Code section 1750 et seq.), the Song-Beverly Consumer Warranty Act (Civil Code section 1790 et seq.) and the Unfair Practices Act (Business & Professions Code section 17000 et seq.)

Dealerships shall also adhere to Beneficial State Bank and Foundation's Partner Ethics Commitment. Dealerships that violate the commitment are subject to termination of the CVA Program partnership. To receive a copy of the Partner Ethics Commitment, please contact us at 559-271-1957 or by email at cleanvehicles@beneficialstate.org.

Termination

Termination without cause: Beneficial State Foundation reserves the right to unilaterally terminate a dealer's participation in the CVA program without cause on 30 days' written notice.

Termination for cause: upon receipt of a claim or complaint regarding the dealer's sale of a vehicle to a participant, Beneficial State Foundation will conduct an investigation and upon determining, in its sole discretion, that the dealer did not comply with these Terms and Conditions, may terminate the dealer's right to participate in the CVA program immediately on written notice.

Authorized Representative

The dealership shall designate a person to serve as the Authorized Representative with respect to the CVA program. The Authorized Representative shall sign these Terms and Conditions on behalf of the dealership and shall be responsible for all communications between Beneficial State Foundation and the dealer. The dealership shall immediately notify Beneficial State Foundation in the event there is a change in the person serving as the Authorized Representative.

By signing below, the Authorized Representative represents and warrants that they are duly authorized to sign these Terms and Conditions on behalf of the dealership, that the dealership accepts, agrees to, and agrees to be bound by, the Terms and Conditions stated above.

Dealership Business Name: _____	
Dealership DMV License Number: _____	
Dealer's bond number: _____	Bond issued by: _____
Dealership Address: _____	
Dealership Authorized Representative Name: _____	
Dealership Authorized Representative Title: _____	
Dealership Authorized Representative Address: _____	
Dealership Authorized Representative Signature: _____	
Date: _____	