

## **Electric Vehicle Climate Credit Program Terms and Conditions**

**1. Funding Availability:** The Program has limited funding and is offered on a first-come, first served basis until funding is depleted or the Program is terminated, whichever comes first. I understand that submission of my Enrollment Form is not a guarantee of receipt of the Electric Vehicle Climate Credit from SDG&E, nor is it a guarantee of fund availability. Upon my execution of this Agreement and SDG&E's approval of my Enrollment Form, I will become eligible to receive the Electric Vehicle Climate Credit in accordance with the Program rules.

**2. Changes to Program:** The Program is subject to the jurisdiction of the California Air Resources Board ("CARB") and California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CARB and/or CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if the Program is modified in any way or terminated by order of the CARB and/ or CPUC, then this Agreement shall be revised or terminated consistent with that order. SDG&E or CARB or the CPUC may modify or terminate this Program at any time without prior notice. I agree that SDG&E will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph.

**3. Release and Use of Information:** I authorize SDG&E to release my contact and other relevant information to CARB, and the CPUC for purposes related only to my participation in the Program and not for any other commercial use. I further authorize SDG&E and its contractors and agents to contact me with regard to the installation, performance, and/or verification of any of the terms and conditions of the Program or my participation therein.

**4. Electric Vehicle Climate Credit Eligibility:** I understand that I am only eligible for the Electric Vehicle Climate Credit for the year in which I apply for such credit if I (a) own or lease a plug-in electric vehicle registered in my name in the state of California, with a registration address within SDG&E's service territory, and (b) I owned or leased such plug-in electric vehicle on or before the eligibility date for the year in which I am applying for the Electric Vehicle Climate Credit, as posted on [sdge.com/ev](http://sdge.com/ev).

I agree to provide SDG&E with documents establishing proof of purchase and registration of my plug-in electric vehicle as described in this Application.

**5. No Double Credits:** I understand that the plug-in electric vehicle for which I am applying for the Electric Vehicle Climate Credit must be registered in my name in the state of California with a registration address within SDG&E's service territory, provided that other persons may be listed on such registration, but only one Application shall be made for each registered plug-in electric vehicle. Applying for multiple Electric Vehicle Climate Credits for the same car in the same year by different Applicants is prohibited.

**6. Release and Indemnification:** Applicant agrees to release and hold harmless SDG&E, its officers, directors, shareholders, 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 Electric Vehicle Climate Credit, failure to receive the Electric Vehicle Climate Credit, any taxes associated therewith, or Applicant's vehicle registration or registration status. SDG&E makes no representations or warranties regarding whether Applicant will or will not qualify to receive the Electric Vehicle Climate Credit.

**7. Tax Liability.** SDG&E reports Electric Vehicle Climate Credits paid under this Program totaling more than \$600 in a calendar year as income to the Applicant on IRS Form 1099. I understand that I am urged to consult my tax advisor concerning the taxability of Electric Vehicle Climate Credits. SDG&E is not responsible for and disclaims all liability for any taxes imposed on me as a result of receipt of Electric Vehicle Climate Credits from this Program.

**8. Unenrolling from Program:** If Applicant desires to unenroll from the Program at any time prior to receipt of that year's credit, Applicant shall contact SDG&E at 1-800-411-7343 or [info@sdge.com](mailto:info@sdge.com).