



## **Drive Clean Chicago – Drive Clean Truck Voucher Incentive Fund**

### **Vehicle Purchaser Terms and Conditions For Vehicle Purchaser and/or Leased Vehicle Operator**

I hereby acknowledge that I have read and agree to be bound by the terms and conditions in the Drive Clean Chicago – Clean Taxi Voucher Fund (or “Program”) Implementation Manual (“Manual”) and agree to meet and follow the requirements and responsibilities for Vehicle Purchaser participation as identified therein and as set forth below.

Clauses identified with (P) apply to the purchaser, (O) apply to the operator.

- 1 I certify that I meet the requirements to be a Vehicle Purchaser as defined in the Manual. (P)
- 2 I understand that no Vehicle Purchaser may receive more than 80 percent of the total available funds under the Program. (P)
- 3 I further understand that eligible fleets sharing a common Taxpayer Identification Number (TIN) are considered a single Vehicle Purchaser even if they are part of different subsidiaries, divisions, or other organizational structures of a company, government agency, or other entity. The City of Chicago or its designee may seek financial reimbursement or other available remedies from a Vehicle Purchaser for non-disclosure or inaccurate disclosure of its TIN, ID#, or other information relating to common ownership or fiduciary control of the purchasing entity. (P)
- 4 I agree to register the new eligible vehicle within one of the six eligible counties in Illinois with the Department of Motor Vehicles (DMV) with a Combined Gross Vehicle Weight Rating (GVWR) of 6,001 or higher. (O)
- 5 I agree to allow The City of Chicago or its designee to verify the vehicle registration with the DMV. (O)
- 6 I agree to maintain vehicle insurance as required by law. If the vehicle is destroyed or otherwise permanently inoperable, I agree to notify the Program’s Voucher Processing Center (VPC) in writing within two weeks after the vehicle becomes inoperable. Along with the written notification, I agree to provide proof of such inoperability, including photographs of the vehicle with license plates or other identifying markings, as well as any applicable insurance or police documentation. (O)
- 7 I agree to only use fuel-fired heaters that meet California ARB LEV standards. (P,O)
- 8 I agree to own or lease and operate the vehicle or system in one of the six eligible counties in Illinois (See Section 9.0 of the Manual) for at least 75 percent of the vehicle’s operating time and for a minimum of three years from the date of purchase. (O)
- 9 If I own the vehicle, I agree to retain ownership of the vehicle for at least three years from the date of purchase, unless given explicit prior written approval from The City of Chicago to sell the vehicle. If the vehicle is part of a lease or rental agreement, I agree to maintain such agreement for three years. (P,O)
- 10 I agree to keep written records of the vehicle purchase for three years after the purchase date, and provide The City of Chicago or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, Secretary of State motor vehicle records, vehicle payment information and related bank records, and Vehicle Purchaser fleet information. (P,O)



- 11 I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations. (P,O)
- 12 I acknowledge that neither The City of Chicago, nor any of its consultants, are responsible for assuring that the vehicle is proper for the Vehicle Purchaser or complies with any particular laws, codes, or industry standards. I acknowledge that The City of Chicago has made no representations of any kind regarding the results to be achieved by Program. (P,O)
- 13 I agree that the purchased or leased vehicle and the associated emission reductions shall not be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity. (P,O)
- 14 I agree to return semi-annual usage surveys for three years from date of purchase as requested by The City of Chicago. I understand that failure to provide accurate and timely surveys may bar me from future participation in the Program and may require the Vehicle Purchaser to repay the incentive funds to The City of Chicago. (O)
- 15 I agree to be available for a follow-up inspection by The City of Chicago or its designee, if requested. (P,O)
- 16 I shall protect, indemnify and hold harmless The City of Chicago from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against The City of Chicago resulting from, arising out of or relating to Vehicle Purchaser's participation in the Program including, without limitation, Vehicle Purchaser's purchase of vehicles in association therewith. (P,O)
- 17 The information provided in this application is true and all supporting documentation is true and accurate and meets the minimum requirements of the Program; and (P,O)
- 18 I have the legal authority to apply for incentive funding for the purchasing entity described in this application and commit the purchasing entity to the obligations herein. (P,O)

**Vehicle Purchaser:** \_\_\_\_\_

Name and title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Vehicle/System Operator (Lessee):** \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN SIGNED DOCUMENTS TO THE VOUCHER PROCESSING CENTER:**

**Drive Clean Chicago Voucher Processing Center c/o TetraTech**

**249 E Ocean Blvd Ste 325**

**Long Beach, CA 90802**

**(562) 257-1599**

**Email: [info@drivecleanchicago.com](mailto:info@drivecleanchicago.com)**