WAZIP Dealer Terms and Conditions

The Washington Zero-emission Incentive Program (WAZIP) is funded by Washington's Climate Commitment Act (CCA), managed by the Washington State Department of Transportation (WSDOT), and administered by Catalyst Mobility, Inc. (formerly known as CALSTART, Inc). To participate in WAZIP for medium- and heavy-duty vehicles and off-road equipment, individuals selling the finished vehicle or equipment "Dealers" to fleets or "Purchasers" must sign the following Terms and Conditions.

By signing this document, the Dealer agrees to the following:

1. I have read, understand and agree to all provisions in the WAZIP Implementation Manual.
2. All information submitted and provided to WAZIP is true, correct, and complete.
3. I understand that this WAZIP voucher request is only valid for this specific purchaser/lessee and this specific vehicle, equipment piece, or conversion kit. I also understand that any voucher provided based on this voucher request will be canceled if the purchaser/lessee or equipment or conversion kit identified herein changes prior to voucher redemption or if the manufacturer, dealer, or purchaser violates any of the applicable terms and conditions of WAZIP. If any voucher funds have been provided, the dealer must return all voucher funds received to WAZIP within 15 calendar days of cancelation notification.
4. For conversion kits only, I am authorized by the manufacturer to install the conversion kit referenced in this voucher request in strict conformance with all requirements, terms and conditions of the manufacturer's specifications and operating manual.
5. I will not increase the price of the WAZIP-funded vehicle or equipment above the customary retail sales price or prevailing market price for comparable vehicles or equipment, and I agree to deduct 100% of the requested voucher amount from the price of the vehicle or equipment.
6. I am authorized by the manufacturer to participate in WAZIP as the dealer described in this Agreement.
7. I am authorized by the purchaser/lessee described in this Agreement to apply for a WAZIP voucher on behalf of said purchaser/lessee.
8. I agree to maintain all written records of the equipment/conversion kit purchases/leases for the duration of the project participation period (i.e., the three-year period from the date of vehicle or equipment [purchase or leased as new or converted] delivery or final payment, whichever is later) and to provide the State of Washington and the Washington State Department of Transportation (together the State), the Project Administrator, or their designee with these records within 30 calendar days of their request. These records may include, but are not limited to, the invoice, proof of purchase, lease agreement (if applicable), Department of

Licensing records (if applicable), payment information and related bank records, and purchaser/lessee fleet information.

9. I understand that I may only stack or combine WAZIP funding with other public funding programs if the total received funds do not exceed 90% of the total vehicle or equipment costs.
10. I understand that I will be required to repay any WAZIP voucher funds received in excess of the voucher cap, including all expended funds.
11. I understand that the State reserves all rights and remedies available under the law to enforce the terms of this agreement.

Liability Release

Dealer, its successors and assigns, agrees to defend, indemnify, and hold harmless the State of Washington and the Washington State Department of Transportation (WSDOT), (together the "State"), including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this AGREEMENT by Purchaser, its agents, employees, contractors, subcontractors, consultants, suppliers of any tier, invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below. Dealer's duty to defend and indemnify the State, including its officers, employees, and agents, shall not apply to liability for damages arising out this Agreement and any bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the State, including its officers, employees, and agents. Dealer's duty to defend and indemnify the State, including its officers, employees, and agents, for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the State, including its officers, employees, and agents, and (b) Dealer, its employees, contractors, subcontractors, suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of Dealer, its agents, employees, contractors, subcontractors, suppliers of any tier, invitees and licensees.

Dealer specifically and expressly and by mutual agreement waives any immunity that may be granted it under the State Industrial Insurance Act, Title 51 RCW. Further, the defense and indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; **provided that**, Dealer's waiver of immunity by the provisions of this Section extends only to claims against Dealer by the State, and does not include, or extend to, any claims by Dealer's employees directly against Dealer.

Dealer hereby releases and forever discharges the State and its officers, directors, members, employees, agents, attorneys, representatives, predecessors, successors, assigns and transferees from any and all claims, demands, damages, debts, liabilities, actions, causes of actions or suits of whatever kind or nature, asserted or not asserted, known or unknown, arising out of the Agreement.

This defense, indemnification and waiver shall survive the termination of this Agreement.

Signature

By signing the WAZIP Dealer Terms and Conditions, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above. I certify under penalty of perjury that the information provided is accurate.

By signing the WAZIP Dealer Terms and Conditions, I attest that the information provided for this voucher request, including all supporting documentation, is true and correct. I understand that I will be required to repay any WAZIP voucher funds received if I fail to comply with the terms and conditions of this agreement. I understand that the State, and Catalyst Mobility, Inc., as administrator of the WAZIP program on behalf of the State, each reserve all rights and remedies available under the law to enforce the terms of this Agreement.

Name of Dealership: _____

Dealer Name: _____

Signature: _____

Date: _____

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights (OECR) at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Notice to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights. For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.