WAZIP Purchaser 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 the Washington Zero-emission Incentive Program (WAZIP) for medium- and heavy-duty vehicles and off-road equipment, entities buying the vehicle or equipment "Purchasers" must sign the following Terms and Conditions.

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

1. I agree:
    a. To retain ownership of the WAZIP-funded vehicle or equipment (purchased) for the duration of the project participation period which is the three-year period beginning when the voucher redemption is approved, unless given explicit prior written approval by WAZIP to sell the piece of equipment.
    b. To operate the vehicle or equipment such that 75 percent of its use, based upon vehicle miles traveled for on-road vehicles and operating hours for off-road equipment, will be in the State of Washington for the duration of the project participation period.
    c. To operate the vehicle or equipment for commercial purposes in Washington State.
    d. To maintain insurance for the WAZIP-funded vehicle or equipment as required by law.
    e. To ensure that the vehicle or equipment purchased with WAZIP voucher funding has at least a three-year commercial warranty.
    f. To remain in compliance with all applicable federal, state, and local rules and regulations.
    g. To disclose all sources of public funding used in combination with WAZIP funds, including but not limited to federal, local, and state incentive programs.
    h. Not to modify the vehicle or equipment's powertrain or software calibrations, except as expressly allowed for by the manufacturer in the vehicle's operating manual.
    i. To operate and maintain the vehicle or equipment as recommended by the manufacturer in all operating manuals and warranty documents, to ensure vehicle or equipment durability, efficiency, and reliability.
    j. To allow telematics data collection and transmission on the WAZIP-funded vehicle or equipment for the three-year project participation period.
    k. Not to tamper with or disable the telematics data collection device during the project participation period.
    l. To allow the manufacturer to access the vehicle or equipment or conversions monitoring, data collection, and telematics systems within 15 business days of any written request, so

that the manufacturer is able to fulfill its reporting obligation to WAZIP as outlined in the WAZIP Implementation Manual.

m. To make the vehicle or equipment immediately available for follow-up inspections by WAZIP or its designated agent, if requested.
n. To provide WSDOT, the Project Administrator, or their designee all requested information related to any vehicle or equipment purchased with a WAZIP voucher (including purchase agreements) within 30 business days of written request for such information.
o. The information provided for this and any other voucher request, including all supporting documentation, is complete, true, and correct.

2. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement.
3. I understand and certify that I may only track or combine WAZIP funding with other public funding programs if the total received funds do not exceed 90% of the equipment cost.
4. I understand that I will be required to repay any WAZIP voucher funds received or applied toward the purchase price of the WAZIP-funded vehicle, directly or indirectly, if I fail to comply with the WAZIP terms and conditions, agreements, and requirements.
5. I understand that I will be required to repay any WAZIP voucher funds received in excess of a voucher cap, including all expended funds.
6. I have read, understand and agree to all provisions in the WAZIP Implementation Manual.
7. I understand that WSDOT reserves all rights and remedies available under the law to enforce the terms of this Agreement.

Liability Release

Purchaser, its successors and assigns, agrees to defend, indemnify, and hold harmless the State of Washington and the Washington State Department of Transportation (WSDOT), including its officers, employees, and agents (together the “State”), 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. Purchaser’s duty to defend and indemnify the State, including its officers, employees, and agents, shall not apply to liability for damages arising out of 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. Purchaser’s duty to defend and indemnify the State, including its officers, employees, and agents, for damages arising out of the performance of this Agreement and any 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) Purchaser , its employees, contractors, subcontractors, suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of Purchaser, its agents, employees, contractors, subcontractors, suppliers of any tier, invitees and licensees.

Purchaser 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**, Purchaser's waiver of immunity by the provisions of this Section extends only to claims against Purchaser by WSDOT, and does not include, or extend to, any claims by Purchaser's employees directly against Purchaser.

Purchaser 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 Agreements.

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

Signature

By signing the WAZIP Purchaser 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 Purchaser Terms and Conditions, I certify under penalty of perjury 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 WSDOT, each reserve all rights and remedies available under the law to enforce the terms of this agreement.

Name of Company:_____

Name of Purchaser:_____

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.