

## Oregon Clean Vehicle Rebate Program

### Rebate Assignment Form

This Transfer of Rights ("Rebate Assignment Form") is entered into by and between \_\_\_\_\_ ("Applicant") and \_\_\_\_\_ ("Participating Dealership"). Applicant and Participating Dealership are the parties to this Agreement. To assign an Oregon Clean Vehicle Rebate Program ("OCVRP") rebate, the vehicle purchaser or lessee must read and complete this form.

#### RECITALS

On or about (Date)\_\_\_\_\_, Applicant purchased or leased a vehicle from Participating Dealership with the following Vehicle Identification Number ("VIN"): \_\_\_\_\_;

Applicant may qualify for certain rebates under the OCVRP related to the purchase or lease of the vehicle. Applicant and Participating Dealership each believe that

- Applicant qualifies for a standard rebate for a value of \$\_\_\_\_\_ based upon the vehicle specifications.
- Applicant qualifies for a Charge Ahead rebate for a value of \$\_\_\_\_\_ based upon voucher number: \_\_\_\_\_.

Participating Dealership enrolled in the Point-of-Sale Platform, was approved by the Center for Sustainable Energy (CSE) as a Participating Dealership, effective \_\_\_\_\_ and is in compliance with all Terms and Conditions; and

Applicant desires to assign all rights to the value and payment of the rebate(s) and Participating Dealership is willing to sell or lease the vehicle to Applicant and accept the assignment of the rights to the value and payment of the rebate(s):

**NOW THEREFORE**, in consideration of the mutual promises, terms, and conditions contained in this Rebate Transfer Form, the receipt and sufficiency of which are hereby acknowledged, Applicant and Participating Dealership mutually agree as follows:

#### 1. Assignment of Rights and Retention of Obligations

(a) Applicant hereby assigns all of its right, title, and interest in the value of and in payment for the rebate(s) to Participating Dealership effective as of the Effective Date of this Rebate Transfer Form. Applicant understands assigning the value of the rebate(s) to the Participating Dealership, Applicant is not eligible to apply for a Standard rebate and/or if applicable a Charge Ahead rebate. Applicant may apply for a Charge Ahead Rebate, if Applicant believes they are eligible for that additional rebate and did not assign it to the Participating Dealership through this form. Applicant understands that they have no

obligation to assign the rebate to the Participating Dealership and that they may decline to assign the rebate(s) and apply directly to CSE for a rebate.

(b) Applicant understands that even though Applicant is assigning the value of the rebate(s) and the right to payment for the rebate(s) to Participating Dealership, if Department of Environmental Quality (DEQ) issues a payment for the rebate(s) to Participating Dealership, Applicant will be the rebate recipient. Accordingly, Applicant recognizes that they are bound to abide by the Terms and Conditions, which include a requirement that the rebate recipient repay the rebate in full if Applicant violates certain program requirements. The Terms and Conditions are available in the application form, OAR 340-270 and 2017 Oregon Law Chapter 750, Sec. 148-157 and House Bill 4059 (2018), Sec. 18-21. Applicant agrees that they have reviewed, and agrees to comply with, all OCVRP requirements.

## **2. Acceptance of Assignment**

Participating Dealership hereby accepts the assignment from Applicant of all right, title, and interest in value of and payment for the rebate(s). Participating Dealership may apply for payment of the rebate amount(s).

## **3. Terms and Conditions of Assignment**

Applicant and Participating Dealership agree as follows:

### **(a) Participating Dealership Representations and Warranties**

Participating Dealership represents and warrants as follows:

(1) Participating Dealership has the power and authority to enter into and execute this Rebate Assignment Form and when executed and delivered, the Rebate Assignment Form shall be a valid and binding obligation of Participating Dealership enforceable in accordance with its terms;

(2) In exchange for this assignment, Participating Dealership has provided Applicant a cash rebate for the full value of the anticipated total rebate amount to purchase or lease a vehicle; and

### **(b) Applicant Representations and Warranties**

(1) Applicant has the power and authority to enter into and execute this Rebate Assignment Form and when executed and delivered, the Rebate Assignment Form shall be a valid and binding obligation of Participating Dealership enforceable in accordance with its terms;

(2) Applicant has completed all required documents and provided all information required;

## **4. Effective Date**

The Rebate Transfer Form shall become effective upon execution by the Applicant and Participating Dealership.

## **5. Miscellaneous Provisions**

a) This Rebate Assignment Form does not or in any way modify the provisions and requirements of the OCVRP. This Point-Of-Sale Agreement simply authorizes Participating Dealership to receive payment from DEQ for the rebate(s) that Applicant would otherwise be eligible to apply for directly from DEQ.

b) This Point-Of-Sale Agreement contains the entire agreement and understanding of the Applicant and Participating Dealership with respect to the assignment and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this as Point-Of-Sale Agreement.

(c) The Applicant and Participating Dealership agree to execute such further documents as may be reasonably required to consummate the assignment contemplated by this Rebate Assignment Form, so long as the terms of such documents are fully consistent with the terms of this Rebate Assignment Form.

(d) This Rebate Assignment Form is governed by and construed in accordance with the laws of State of Oregon, without regard to principles of conflicts of laws.

(e) Neither CSE, DEQ nor the State of Oregon are not a party to this Rebate Assignment From. This Rebate Assignment From is between Applicant and Participating Dealership only.

**6. Signatures**

Applicant First and Last Name \_\_\_\_\_

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

Participating Dealership Name \_\_\_\_\_

Participating Dealership Representative Name \_\_\_\_\_

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