

**EFFICIENCY MAINE TRUST  
ELECTRIC VEHICLE ACCELERATOR PROGRAM**

**PARTICIPATING EV DEALER AGREEMENT**

Efficiency Maine Trust (Efficiency Maine) has established an Electric Vehicle Accelerator Program (the "Program"). This program provides financial incentives through participating new car dealers in the State of Maine for the purchase or lease of qualifying Battery Electric Vehicles (BEVs) or Plug-in Hybrid Electric Vehicles (PHEVs) (collectively "EVs") to benefit of Maine residents, businesses, nonprofits, and governmental entities. The new car dealer identified below (the "Participating Dealer") wishes to participate in the Program in accordance with the terms of this Agreement and the Efficiency Maine EV Accelerator Program Manual (the "Program Manual"), which terms are expressly incorporated herein and understands that execution and delivery of this Participating EV Dealer Agreement is a condition of Program participation.

In consideration of participation in the Program, the Participating Dealer certifies and agrees as follows:

1. Participating Dealer certifies that it is a franchised new car dealership located, licensed and authorized to do business in the State of Maine and that it will maintain such status throughout the period of its participation in the Program.
2. Participating Dealer agrees to abide by the terms of the Program and to comply with all Program procedures and standards as may be established by Efficiency Maine from time to time.
3. Participating Dealer agrees to offer for purchase or lease at all times during the term of its participation in the Program at least one of the BEV or PHEV vehicles included in the list of eligible electric vehicles shown on the Program website, as the same may be updated and modified by Efficiency Maine from time to time. Participating Dealer agrees to offer the rebate Program in each of its Maine locations at which eligible EV's are available for purchase or lease.
4. Participating Dealer agrees to market the Program and to participate in any Program training or informational sessions as Efficiency Maine may require of participating dealers generally.
5. Participating Dealer agrees to offer Program rebates only to eligible "EV Purchasers" as defined in the Program Manual.
6. Participating Dealer agrees to offer Program rebates only for "Eligible EVs" as defined in the Program Manual.
7. Participating Dealer agrees to provide prospective EV Purchasers with Program information and eligibility criteria and to advise the EV Purchasers of the information and documentation necessary to process the required Efficiency Maine Rebate Reimbursement Form (the "Reimbursement Form").
8. Participating Dealer agrees to credit the EV Purchaser with the applicable Program rebate amount for the Eligible EV at the time of the purchase or lease transaction (the "Point of Sale" rebate) and to include such rebate amount as a line item on the final purchase or lease transaction documents as a price adjustment to the final negotiated vehicle price. Eligible EVs and Program rebate amounts shall be as set forth in Efficiency Maine's most current published Program materials as of the date of the purchase or lease transaction. For the purposes of the Program, the date of the vehicle transaction is the purchase or lease date as shown on the State of Maine Bureau of Motor Vehicles Application for Title. The date that a deposit is placed on an Eligible EV does not constitute the vehicle purchase or lease transaction date and will not be used to determine rebate eligibility.
9. Participating Dealer shall credit the applicable enhanced rebate amount for Qualified Low-Income Maine Residents, Maine Governmental Entities, and Tribal Governments as may be provided in the applicable Program Manual only for such EV Purchasers who have received written validation of eligibility from Efficiency Maine prior to the purchase or lease transaction. Participating Dealer shall confirm that the person or entity named in the written validation of eligibility from Efficiency Maine is the same person or entity that is purchasing or leasing the eligible EV and receiving the enhanced rebate credit.

10. Participating Dealer shall cause each business entity or nonprofit entity to provide proof of “Good Standing” with the State of Maine at the time of the purchase or lease transaction, which proof of “Good Standing” shall be a required component of the Reimbursement Form.
11. Participating Dealer shall cause each EV Purchaser to execute a Purchaser Agreement for the benefit of Efficiency Maine at the time of the purchase or lease transaction, which Purchaser Agreement shall be a required component of the Reimbursement Form.
12. Participating Dealer agrees to collect all information from each EV Purchaser as necessary to complete and process the Reimbursement Form in accordance with the terms of the Program Manual and such other processing instructions as Efficiency Maine may direct from time to time. Participating Dealer shall complete the Reimbursement Form and upload all required supporting documentation to <https://www.efficiencymaine.com/EV/ev-accelerator-available-rebates> within 7-14 business days of the date of the vehicle transaction. Participating Dealer is responsible to provide Efficiency Maine with complete and accurate information with each Reimbursement Form.
13. Subject to the terms of this Agreement and the Program Manual, Efficiency Maine agrees to pay the Participating Dealer the applicable Program rebate amount for each Eligible EV sold or leased by Participating Dealer to an eligible EV Purchaser following completion and timely submission of a Reimbursement Form with all required supporting documentation. For the avoidance of doubt, Program rebates are not due or payable from Efficiency Maine unless and until Efficiency Maine has received all required information and documentation from the Participating Dealer and has approved the Reimbursement Form. If an application or its required documents are determined to be incomplete, the Participating Dealer will be notified of the error or omission via email and the Participating Dealer will have seven (7) calendar days from the date of notification to correct any errors and submit any missing information. If the errors are not corrected or the required information not supplied within seven (7) calendar days, the application will be cancelled and any reserved rebate funds will be released. If a complete application is determined to be ineligible, it will be cancelled, any reserved rebate funds will be released, and the Dealer will be notified via email. Approved Reimbursement Forms will be processed to completion under the Program Manual terms and conditions in effect at the time of rebate application. Participating Dealers will not receive a rebate payment for any purchase or lease transactions involving ineligible vehicles or ineligible customers.
14. Rebate payments are limited to available Program funds. Efficiency Maine will make reasonable efforts to provide Participating Dealer with advance notice of any changes in the availability of funding for Program rebates. In the event that Program funds are close to being exhausted, available Program rebate funds will be reserved by Efficiency Maine following submission of a Reimbursement Form pending final approval.
15. Participating Dealer agrees to reimburse Efficiency Maine for any rebate amounts paid for vehicles returned for refund or exchange for an ineligible vehicle. Efficiency Maine reserves the right to offset any amounts owed to it from rebate amounts payable to Participating Dealer.
16. Participating Dealer should consult with its tax advisors to determine if the Program rebate amount may be treated as taxable income. Efficiency Maine makes no representation as to the tax consequences or tax treatment of the Program rebate. Efficiency Maine may issue a Form 1099 for any payments made under the Program.
17. Participating Dealer acknowledges that inclusion of an EV on Efficiency Maine’s list of eligible electric vehicles does not constitute an endorsement or warranty by Efficiency Maine. Efficiency Maine disclaims all representations and warranties as to any EV and makes no representations of any kind regarding the results to be achieved by the Program.
18. Participating Dealer agrees to defend, indemnify, and hold Efficiency Maine and its trustees, officers, employees, and agents harmless from and against any damages, liabilities, losses, penalties, fines, costs, fees or expenses of whatever kind, including attorney fees, arising from or relating to Participating Dealer’s operation of its business, Participating Dealer’s breach of this Agreement, or Participating Dealer’s or its employees’ or agents’ negligence, breach of contract, breach of warranty, fraud, misrepresentation, or violation of law. The indemnity obligations of Participating Dealer shall survive any expiration or termination of this Agreement.
19. Efficiency Maine’s sole obligation and sole liability to Participating Dealer is payment of rebate amounts from available Program funds for eligible EV transactions following submission of all required

rebate reimbursement application materials in accordance with the Program terms. Acceptance by the Participating Dealer of payment for each rebate shall release Efficiency Maine from any and all claims that Participating Dealer, its representatives, and assigns might have relating to the rebate. In no event shall Efficiency Maine have any liability or responsibility to Participating Dealer or anyone claiming through Participating Dealer beyond payment of the Program rebate amounts. Participating Dealer releases and waives any and all claims against Efficiency Maine for amounts, costs, or damages in excess of or in addition to properly payable rebate amounts. In no event shall Efficiency Maine be liable or responsible for any indirect, incidental, consequential, or exemplary damages of any kind. Efficiency Maine reserves all limitations and immunities from liability as afforded by or permitted under applicable law. Nothing in this Agreement shall be construed as a waiver of any governmental immunity applicable to Efficiency Maine.

20. Efficiency Maine has the right to discontinue participation of any Participating Dealer for violation of Program terms or otherwise exclude any dealer from participation in the Program for failure to meet Program standards or requirements. Efficiency Maine reserves all rights and remedies available at law or in equity for a Participating Dealer's breach of this Agreement or violation of law and may recover all damages and costs of suit in the event of breach by Participating Dealer.

21. Participating Dealer agrees to process and maintain EV Purchaser information in accordance with applicable laws. Participating Dealer shall maintain such computer, data security, and information management policies, protections and technologies as are reasonably necessary to preserve and protect EV Purchaser and Program-related documents and information.

22. Participating Dealer acknowledges that the source of Program rebates may be government funds for which Efficiency Maine has an obligation of public accountability. Participating Dealer shall keep, maintain, and preserve records of EV purchase and lease transactions under the Program for a period of three years after receipt of the rebate. Participating Dealer acknowledges that Efficiency Maine shall have the right from time to time to inspect and audit any and all books, accounts and records (in whatever form) related to this Agreement and the Program at the office or offices of the Dealer where they are then being kept, maintained and preserved, and shall allow Efficiency Maine or its designee to review and copy such records upon request. Any payment made under this Agreement shall be subject to reimbursement by Participating Dealer if it is determined by Efficiency Maine that the rebate payment was made for an ineligible transaction or made on the basis of inaccurate information provided by the Participating Dealer. Participating Dealer shall be subject to liability, including costs of collection, in the event any rebate is procured by fraud or misrepresentation.

22. Participating Dealer is an independent contractor with respect to any services performed under this Agreement. It is the express understanding and intention of the parties that no relationship of master and servant or principal and agent shall exist between Efficiency Maine and Participating Dealer or its employees, agents, or representatives. Participating Dealer shall be solely responsible for the performance and conduct of its employees and agents. Participating Dealer is solely responsible to pay all taxes and fees levied or assessed against Participating Dealer incident to Participating Dealer's performance of this Agreement or participation in the Program.

23. Participating Dealer shall participate in such advertising, publicity, and promotional events or activities relating to the Program as Efficiency Maine may reasonably request. The "Efficiency Maine" name and logo are registered trademarks of Efficiency Maine Trust. Participating Dealer is granted a limited, non-exclusive, revocable license to use the Efficiency Maine name and logo in connection with the Program in such manners as Efficiency Maine may approve in advance and only in strict accordance with Efficiency Maine's design, image, and placement standards.

24. Efficiency Maine reserves the right to modify or discontinue the Program or make changes to Program terms and conditions and the Program Manual at any time. Program administration is subject to the then-current terms of the Program Manual in effect at the time of the vehicle transaction. Participating Dealer should consult [www.efficiencymaine.com](http://www.efficiencymaine.com) to view the most recent Program Manual in effect at the time of the vehicle transaction.

Participating Dealer hereby acknowledges that it has read and agrees to the terms and conditions of this Agreement and the Program Manual.

Intending to be bound, the Participating Dealer has executed this Agreement through its duly authorized representative.

Name of Participating Dealer (Business): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_