

PROGRAM REQUIREMENTS FOR THE ELECTRIC LANDSCAPE EQUIPMENT ASSISTANCE FUNDING PROGRAM

1. The merchant is a CORE approved dealer or equivalent as approved by the District and authorized by the equipment manufacturer to participate in this program as the dealer.
2. Merchant certifies they are authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board and has carried a valid California business license for a minimum of the last two years. The merchant agrees to allow the District, or CARB, to inspect cordless, zero-emission electric L&GE or audit program records covered under this agreement during normal business hours.
3. Merchant will inform potential customers about the availability of the E-LEAF Program, the Program requirements, and Program timelines.
4. The merchant agrees to provide assurances that the equipment purchased through the L&GE Program is to be utilized for professional landscape services in California operated by a small business or sole proprietor.
5. Prior to receiving reimbursement, the merchant must submit a reimbursement package to the District which includes a copy of the invoice showing the final purchase price for all items, the amount of the incentive, the name and address of the landscape professional (E-LEAF Reporting) and a destruction receipt for equipment exchanged.
6. If a recall occurs, the merchant shall provide a statement as soon as reasonably possible, to notify the District and individually notify any and all purchasers of equipment through this program or any of its constituent parts ordered by manufacturer or by a government agency.
7. The merchant shall continue to meet the minimum qualifications throughout participation in the L&GE Program.
8. The merchant understands the District does not Warrant or Endorse the manufacturer's L&GE for any purpose, including materials, workmanship, merchant ability or fitness for use. Nothing in the District contract shall be construed as a warranty or endorsement.
9. Should the merchant fail to show they are implementing the program consistent with L&GE Program requirements, they shall return to the District funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.
10. The Merchant must comply with the applicable [CARL MOYER guidelines](#)
11. The District's obligation for payment of any Program funds is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the District shall arise for payment unless funds are designated by the District and are made available for such performance.
12. The District E-LEAF Program maximum eligible funding amounts (see eligible funding amounts below) can be combined /stacked with CORE funds but not more than 100% of total equipment costs are eligible.
13. The merchant must confirm landscape professional eligibility (see professional landscape eligibility below).

14. The merchant must accept operable trade in equipment from the landscape professional in order to be eligible for E-LEAF Program incentive funds.
15. The merchant must ensure the trade in equipment is scrapped/dismantled at an authorized dismantler (see L&GE Dealer Requirements below).
16. All existing combustion L&GE must be destroyed and rendered permanently unusable and irreparable within 60 days of receipt.
17. The District reserves the right to monitor incentives distributed to merchants and limit the number of transactions from any one particular dealer to maintain equity of incentives provided throughout San Diego County.
18. Merchant agrees to indemnify, defend, and hold harmless the District and its employees, agents, and representatives against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of my performance under this Agreement, the destruction of combustion L&GE, the sale of replacement L&GE, and any other element of the replacement process.
19. Merchant agrees to address and resolve unanticipated issues with the District within 10 business days of when Merchant has constructive or actual notice of the issue, whichever is first.
20. Merchant agrees to provide the District and CARB access to their facility and records during normal business hours to inspect for compliance with program requirements, if requested.
21. Merchant understands the program involves funding from the State of California and, as a consequence, Merchant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Merchants and their employees, representatives, and Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Merchant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. Merchant, by signing the Merchant Agreement, provide written notice of their obligations under this clause as required by law.
22. Merchant understands that failure to comply with any term or condition of this Agreement, L&GE replacement program requirements, or the Carl Moyer Program Guideline, or failure to perform work in the manner agreed upon by the parties, shall constitute a material breach of this Agreement. Remedy for noncompliance with this Agreement or Carl Moyer Program Guidelines includes, but is not limited to, canceling the Agreement and recapturing voucher funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement. The District shall notify Merchant that it must either timely cure this breach or provide written notification of District's intention to terminate this Contract. The CARB, EPA, and District may disqualify Merchant from L&GE replacement program participation and seek other remedies as available under the law for noncompliance with this Agreement or Carl Moyer Program requirements.

23. Merchant agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement. Merchant must also ensure that the equipment to be purchased, leased or installed in the performance of this Agreement is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. Agreement shall ensure that the provisions of this clause are included in all subcontracts.
24. Merchant is, for all purposes of this Agreement, an independent contractor, and neither Merchant nor Merchant's employees or subcontractors shall be deemed to be employees of the District. Merchant shall perform its obligations under this Agreement according to the Merchant's own means and methods of work, which shall be in the exclusive charge and under the control of the Merchant, and which shall not be subject to control or supervision by the District except as to the results of the work. Neither Merchant nor Merchant's employees or subcontractors shall be entitled to any benefits to which District employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits, and injury leave.
25. This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be San Diego County, California.