

MASSACHUSETTS OFFERS REBATES FOR ELECTRIC VEHICLES TERMS AND CONDITIONS:

MOR-EV STANDARD, MOR-EV USED, MOR-EV+, MOR-EV TRADE-IN

Program Overview

MOR-EV is dedicated to making electric vehicles (EVs) more affordable for Massachusetts residents, businesses, and non-profit organizations to help achieve clean transportation goals, reduce greenhouse gas emissions, and provide more equitable access to EVs. The following light-duty vehicle rebates are offered under the MOR-EV Program:

MOR-EV Rebates and Rebate Adders	Rebate Available at Point of Sale or Lease at Participating Dealerships	Rebate Available Post- Purchase or Lease
MOR-EV Standard – For New Light-Duty Vehicles A \$3,500 rebate for the purchase or lease of an eligible new battery-electric vehicle (BEV) or fuel-cell electric vehicle (FCEV); Massachusetts residents, businesses and non-profit organizations are eligible to receive this rebate.	\checkmark	\checkmark
MOR-EV Used – For Used Light-Duty Vehicles A \$3,500 rebate for the purchase or lease of an eligible used battery-electric vehicle (BEV) or fuel-cell electric vehicle (FCEV); income-qualifying Massachusetts residents are eligible to receive this rebate.	✓*	~
MOR-EV+ Income-gualifying Rebate Adder An additional \$1,500 rebate adder to be combined with the MOR-EV Standard or MOR-EV Used rebates; income-qualifying Massachusetts residents are eligible to receive this rebate.	✓*	~
MOR-EV Trade-In – For New & Used Light-Duty Vehicles An additional \$1,000 rebate to be combined with the MOR-EV Standard, MOR-EV Used rebates or MOR-EV+ rebates; individuals who have purchased or leased an eligible electric vehicle and traded in a qualified internal combustion engine vehicle at that time are eligible to receive this rebate.		~

*With an approved prequalification voucher

Program Requirements

As a condition for receiving MOR-EV funds, the purchaser or lessee, henceforth referred to as the "applicant" must comply with the program requirements, including but not limited to vehicle eligibility and applicant eligibility. Applicants are responsible for reviewing and understanding the program requirements prior to applying for a rebate or prior to taking advantage of the point-of-sale rebate offering.

For complete program requirements and supporting documentation, applicants should refer to the <u>MOR-EV website</u> and <u>MOR-EV Regulations</u> (225 CMR 26.00), which may be amended from time to time.

- For rebate applications submitted via the online application portal after the purchase or lease of an eligible vehicle, applicants must check the required box that the applicant has, "Read and understands the Massachusetts Offers Rebates for Electric Vehicles Program's Terms and Conditions," and complete the online application form.
- For rebate applications submitted via the mail after the purchase or lease of an eligible vehicle, applicants must print, sign, and submit the Terms and Conditions along with other supporting documentation. Please contact MOR-EV staff at 866-900-4223 or <u>mor-ev@energycenter.org</u> for the mailing address.
- For rebates applied at the point-of-sale, applicants must sign the Terms and Conditions at a MOR-EV participating dealership at the time of purchase or lease of an eligible vehicle. The participating dealership will submit the signed Terms and Conditions on behalf of the applicant. Dealerships may refer to the Dealer Participation Agreement for details about the application and reimbursement process.

If you have questions about MOR-EV rebate offerings or these Terms and Conditions, please contact Center for Sustainable Energy (CSE), the Program Administrator at 1-866-900-4223 or <u>mor-ev@energycenter.org</u>.

Important Information for Post-Purchase Rebate Applications

Please note: The Program Administrator will communicate with participating dealership regarding point-ofsale rebate applications via email. It is a dealer's responsibility to check all MOR-EV related emails for status updates and requests for additional required information.

The Program Administrator will communicate with applicants regarding post-purchase or lease applications via email. It is an Applicant's responsibility to check all MOR-EV related emails for status updates and requests for additional required information.

If the Program Administrator determines that an application or its required documents are incomplete, illegible, or missing required information, the Program Administrator will notify the applicant of the error via email. The applicant then shall have an additional 10 calendar days from the date of notification to correct any errors or omissions. If the applicant fails to correct the errors or omissions within the additional 10 calendar days, the Program Administrator will not release the reserved funds to an applicant.

If the Program Administrator determines an applicant is ineligible for a rebate, the Program Administrator will cancel the application and notify the applicant via email. Applicants are responsible for ensuring that they receive and review these email communications. If the Program Administrator cancels a rebate application for a particular vehicle, applicants may reapply for a rebate for that vehicle within 90 calendar days of the date of purchase or lease.

For applications that the Program Administrator has determined are complete, the Program Administrator will send a rebate check within 90 calendar days of approval. Rebates will be paid in the order that complete rebate request application and supporting documentation is submitted to the Program Administrator prior to exhaustion of available rebate funds. Rebate checks must be cashed within 90 days of the check date. Checks not cashed within this timeframe will be cancelled, and the rebate amount will be returned to the MOR-EV fund.

Governing Law

These Terms and Conditions and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, United States of America (including its statutes of limitations), without giving effect to the conflict of laws and provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Dispute Resolution

An applicant shall attempt in good faith to resolve any dispute arising out of, or relating to, this transaction promptly by negotiations between the MOR-EV Program Administrator or his or her designated representative and an Applicant or participating dealership or their designees. Either party must give the other party, or parties, written notice of any dispute. Within 30 calendar days after delivery of the notice, the parties shall meet, and attempt to resolve the dispute. If the matter has not been resolved within 30 calendar days of the first meeting, any party may pursue other remedies including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 408 of the Massachusetts Guide to Evidence shall apply. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under this contract pending final resolution of any dispute arising out of, or relating to, the MOR-EV Program.

Signature

The Applicant hereby acknowledges that they have read and agree to meet and follow the requirements and responsibilities for the order, purchase, or lease of an eligible vehicle and for rebate program participation as set forth in the MOR-EV Regulations and applicable MOR-EV Guideline(s).

Applicant First Name: ______ Applicant Last Name: _____

Applicant Signature:	 Date:	