



# Cape Light Income-Eligible E-Bike Incentive Program Application

## Program Background

This Program is funded by a grant from the Massachusetts Clean Energy Center. Grant funds are limited. Vouchers are available on a first come first serve basis. Applications will be processed as they are received. Prior to submitting this application, please visit the program website at [www.capelightcompact.org/ebikerebate](http://www.capelightcompact.org/ebikerebate). Qualified participants must be at least 18 years old and meet program income requirements (described on page 3 of this application) and residency requirements:

Participants must be a year-round resident of one of the following towns served by Cape Light Compact:

Aquinnah	Eastham	Provincetown
Barnstable	Edgartown	Sandwich
Bourne	Falmouth	Tisbury
Brewster	Harwich	Truro
Chatham	Mashpee	Wellfleet
Chilmark	Oak Bluffs	West Tisbury
Dennis	Orleans	Yarmouth

Vouchers will be issued via mail or email and can be used at any participating bike shop. Program participants are eligible for either a standard voucher or an enhanced voucher. Standard vouchers will cover 75% of the cost of a class 1 E-Bike, up to \$1,200. Enhanced vouchers will cover 90% of the cost of a class 1 e-bike, up to \$1,500. All vouchers will also cover up to \$125 toward bicycle accessories (helmet, lock, pump, lights). For the full list of participating bike shops see [www.capelightcompact.org/ebikerebate](http://www.capelightcompact.org/ebikerebate).

Participation in the program requires completion of a survey with your application.

### Please submit your completed application by doing one of the following:

- Complete your application online: [https://veic.az1.qualtrics.com/jfe/form/SV\\_0jnWmYR5LKiEdHE](https://veic.az1.qualtrics.com/jfe/form/SV_0jnWmYR5LKiEdHE)
- Email completed application to [melissa.allard@capelightcompact.org](mailto:melissa.allard@capelightcompact.org)
- Mail to:  
Cape Light Compact JPE, Attn: Melissa Allard  
261 Whites Path, Unit 4  
S. Yarmouth, MA 02664

**This application requires THREE signatures: Participant Application (pg 8), Customer Terms & Conditions (pg 14) and Customer Waiver (pg 15).**

If you have any questions contact Mariel Marchand at [mariel.marchand@capelightcompact.org](mailto:mariel.marchand@capelightcompact.org) or 508-375-6623.

# Participant Application

## Contact and Eligibility Information

1. Please enter your name and contact information.

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Name

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Email

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Phone

2. Please enter your home address.

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Street address

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Address line 2 (e.g., apartment number)

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City

State

Zip code

3. Do you live at this residence (or at another residence located on Cape Cod or Martha's Vineyard) year-round?

Yes

No

4. If your home and mailing address different, please enter your mailing address

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Street address or PO box

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Address line 2 (e.g., apartment number)

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City

State

Zip code

**Each participant will be issued one voucher. In order to qualify for a standard e-bike voucher through this program, your household must meet the income eligibility criteria listed below. Standard vouchers are worth up to \$1,200.**

Number of Household Members	Annual Gross Household Income
1	Up to \$45,392
2	Up to \$59,359
3	Up to \$73,326
4	Up to \$87,294

Annual Gross Household Income is the anticipated total income from all sources for each adult individual member of the household (individuals 18 years and older).

**In order to qualify for an enhanced e-bike voucher through this program, you must currently receive one or more the means tested benefits listed below. Enhanced vouchers are worth up to \$1,500.**

- Low Income Home Energy Assistance Program (LIHEAP/Fuel Assistance)
- Women, Infants & Children (WIC) Nutritional Program
- Supplemental Security Income (SSI)
- MassHealth – Basic or Standard
- Emergency Assistance for the Elderly, Disabled & Children (EAEDC)
- Public or Subsidized Housing
- Veterans’ Service Benefits (Chapter 115)
- Veterans Dependency & Indemnity Compensation (DIC) Surviving Parent or Spouse
- Supplemental Nutrition Assistance Program (SNAP/Food Stamps)
- Health Safety Net Plan – Primary or Secondary (Not Partial)
- School Breakfast/Lunch Program
- Head Start
- Transitional Aid to Families with Dependent Children (TAFDC)
- Commonwealth Care Plan Types 1, 2 or 3A
- Veterans Non-Service Disability Pension

5. Which type of voucher are you applying for

- Standard (covers 75% of the cost of an eligible e-bike, up to \$1,200)
- Enhanced (covers 90% of the cost of an eligible e-bike, up to \$1,500)

If you are applying for a standard voucher: please verify your household income by including **one** of the following with your application for **each** adult in your household (individuals 18 years and older):

- IRS form 1040 from last year (*if you have Pensions/Annuities listed on line 5a or Social Security listed on line 6a, you must add those amounts to your income on line 9*)
- IRS form W2 from last year (*you will also need to supply a statement for social security and/or a pension*)
- Signed employer verification of income statement
- Other annuity or retirement income statements
- Documentation of unemployment compensation

**If present, please remove or obscure social security number, driver’s license number or state ID card number, financial account number, credit or debit card number, etc. from the document before uploading.**

If you are applying for an enhanced voucher please provide **one** of the following:

- Documentation showing you receive assistance through one of the qualifying means tested programs listed above
- Eversource electrical bill (if you are on the utility discount rate R-2 or R-4)

6. Please enter the total number of adults and children in your household (including yourself).

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## Program Survey

7. How many of the following does your household **own or lease**?

	0	1	2	3	4+
Personal vehicles (e.g. car or truck)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-electric bikes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric bikes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. In the **past seven days**, how many days have you used each of the following to get somewhere? Please do not count recreational bike rides.

	0	1	2	3	4	5	6	7
Personal vehicle (e.g. car or truck)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A non-electric bike	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
An electric bike	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. In the **past seven days**, how many days have you **commuted** to work using...

If you did not commute to work in the past seven days, please select "0" for all rows.

	0	1	2	3	4	5	6	7
Personal vehicle (e.g. car or truck)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A non-electric bike	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
An electric bike	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. How far is your **roundtrip commute** to work in miles? Please enter a number. If you do not commute to work please enter "0".

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11. Any additional comments related to the questions above? Please enter below or leave this field blank.

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12. If you owned an electric bike, which of the following best describes where you would store it most of the time?

- Inside my home/garage
  - On my ground-level porch/deck
  - In a parking garage I share with other residents
  - In a locked storage room I share with other residents
  - In an unlocked storage room I share with other residents
  - On the street
  - Other (please describe)
- 

13. Where do you usually park your vehicle(s) (e.g., car, truck) overnight? Please select all that apply. If you do not own a vehicle, please skip this question.

- Private garage
  - Shared garage
  - Private driveway
  - Shared outdoor parking area
  - Street
  - Other
-

**These last few questions help ensure Cape Light Compact is serving all members of your community.**

14. What is your age?

- Less than 18 years
- 19-24 years
- 25-29 years
- 30-34 years
- 35-39 years
- 40-44 years
- 45-49 years
- 50-54 years
- 55-59 years
- 60-64 years
- 65-70 years
- 70 or more years
- Prefer not to say

15. What is your annual household income before tax?

- Less than \$15,000
- \$15,000 to \$24,999
- \$25,000 to \$34,999
- \$35,000 to \$44,999
- \$45,000 to \$59,999
- \$60,000+
- Prefer not to say

16. Which of the following best describes the gender you identify with?

- Male
  - Female
  - Prefer not to say
  - Prefer to self-describe
- 

17. Are you of Hispanic, Latino, or Spanish origin?

- Yes
- No
- Prefer not to say

18. Which of the following best describe your race? Please select all that apply.

- White
  - Black or African American
  - American Indian or Alaska Native
  - Asian
  - Pacific Islander
  - Other (please describe)
-

19. Which of the following best describes the highest level of education you have completed?

- Less than high school
- High school
- Some college
- 2 year degree
- 4 year degree
- Graduate or professional degree
- Doctorate
- Prefer not to say

20. What is the primary language you speak at home?

- English
  - Spanish
  - Portuguese
  - Prefer not to say
  - Other
- 

21. Do you own or rent your primary residence?

- Own
  - Rent
  - Prefer not to say
  - Other
- 

22. Which of the following best describes your primary residence?

- Single-family house
  - Duplex
  - Condominium
  - Multi-family apartment
  - Mobile home
  - Prefer not to say
  - Other
- 

23. What is your primary heating source? Please select only the heating source you use most of the time.

- Natural gas
  - Oil
  - Propane
  - Heat pump
  - Electric resistance baseboards
  - Wood
  - Don't know
  - Other
-

24. Does your primary residence have any of the following? Please select all that apply or "None of these."

- Solar panel(s)
- Battery storage (e.g., whole-home battery)
- Heat pump(s)
- None of these

25. Which of the following best describes your employment status?

- Employed full time
- Employed part time
- Unemployed and looking for work
- Unemployed and not looking for work
- Student
- Retired
- Prefer not to say
- Other

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26. Any additional comments about this program, electric bikes, or getting around in general?

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I certify that all of information provided by me in this application and accompanying documents is correct and accurate to the best of my knowledge.

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

Thank you for your interest in this program! A member of the Cape Light Compact team will review your application and will be in touch.



# **E-BIKE CUSTOMER**

## **PROGRAM TERMS AND CONDITIONS**

[Phase 2: 03 04-24]

These E-Bike Customer Program Terms and Conditions are a legal agreement between you and the Cape Light Compact JPE (“Program Sponsor”), and apply to your purchase of an e-bike/electric bike through participation in the Program. By submitting an application to participate in the Program, and/or accepting an E-Bike Customer Voucher you thereby agree to these Terms and Conditions in their entirety. As used herein, “you” or “your” shall mean the person that accepts these Terms and Conditions.

### **1. Definitions.**

“**Acknowledgment and Waiver**” means the Waiver of Liability, Assumption of Risk and Indemnity Agreement attached to these Terms and Conditions.

“**E-Bike Customer Voucher**” means the approval letter signed by the Program Sponsor stating that a particular person is eligible for the Program and stating an approved Incentive amount.

“**Eligible E-Bike Customers**” means those Qualified Customers that have been approved by the Program Sponsor for participation in the Program as evidenced by the E-Bike Customer Voucher.

“**Incentives**” means those payments made by the Program Sponsor to the Participating Bike Shop pursuant to the Program and these Terms and Conditions.

“**Owner’s Manual**” means the manual provided by the manufacturer of the e-bike purchased by the Qualified Customers from the Participating Bike Shop.

“**Participating Bike Shop**” means the bike shop selling e-bikes to Qualified Customers.

“**Program**” is the program described in Section 2 below.

“**Program Materials**” means the Owner’s Manual, Safety and Education Plan, Acknowledgment and Waiver and any other materials you receive from Program Sponsor related to the Program.

“**Program Sponsor**” means the Cape Light Compact JPE.

“**Qualified Customer**” means a customer that meets the eligibility requirements set forth in these Terms and Conditions and has received an E-Bike Customer Voucher.

“**Safety and Education Plan**” means the brochure provided to Qualified Customers

**2. Program Description.** Program Sponsor is launching Phase 2 of an Income-Eligible E-Bike Incentive program that will run from Spring 2024 - Winter 2024. Program Sponsor has contracted with local bike shops to issue Incentives via the E-Bike Customer Voucher. Phase 2 will offer an enhanced incentive for customers who are enrolled in a Means Tested Program, see below. Standard E-bike Customer Vouchers will cover 75% of the cost of an e-bike up to \$1,200. Enhanced E-Bike Customer Vouchers will cover 90% of the cost of an e-bike up to \$1,500. E-bike Customer Vouchers will also cover up to \$125 toward the cost of biking accessories (e.g., helmet, bike lock, bike lights, or pump).

**3. Eligibility.** You may apply to become a Qualified Customer if you meet the following eligibility criteria:

- Any adult (18 years or older) year-round resident of a Program Sponsor member town meeting Program Sponsor’s income-eligible criteria qualifies for a Standard E-Bike Customer Voucher. E-bike Customer Vouchers will be issued on a first-come, first-served basis. Grant funds are limited.
- Program Sponsor member towns are:

Aquinnah	Eastham	Provincetown
Barnstable	Edgartown	Sandwich
Bourne	Falmouth	Tisbury
Brewster	Harwich	Truro
Chatham	Mashpee	Wellfleet
Chilmark	Oak Bluffs	West Tisbury
Dennis	Orleans	Yarmouth

- One E-bike Customer Voucher per household.
- Execution of Waiver of Liability, Assumption of Risk and Indemnity Agreement.
- Income requirements for a Standard E-bike Customer Voucher:

<b>Program Income requirements</b>	
<b>Household Size</b>	<b>Annual Household Income must be below:</b>
1	\$45,392
2	\$59,359
3	\$73,326
4	\$87,294

- Requirements for an Enhanced E-bike Customer Voucher:

Provide documentation of receipt of benefits under one of the following means tested programs:

- Low Income Home Energy Assistance Program (LIHEAP/Fuel Assistance)
- Supplemental Nutrition Assistance Program (SNAP/Food Stamps)
- Supplemental Security Income (SSI)

- Veterans Dependency & Indemnity Compensation (DIC) Surviving Parent or Spouse
- MassHealth – Basic or Standard
- School Breakfast/Lunch Program
- Emergency Assistance for the Elderly, Disabled & Children (EAEDC)
- Veterans Non-Service Disability Pension
- Public or Subsidized Housing
- Commonwealth Care Plan Types 1, 2 or 3A
- Transitional Aid to Families with Dependent Children (TAFDC)
- Health Safety Net Plan – Primary or Secondary (Not Partial)
- Head Start
- Women, Infants & Children (WIC) Nutritional Program
- Veterans’ Service Benefits (Chapter 115)

The Program Sponsor’s decision regarding your eligibility to participate in the Program is final and binding in all respects.

**4. Application and Approval Process.** To become a Qualified Participant, you must submit an application to the Program Sponsor. The Program Sponsor may also require you to provide additional information, execute additional agreements, or provide other documentation prior to Program Sponsor approval. If Program Sponsor approves your application, Program Sponsor will provide you with an E-Bike Customer Voucher. The Program Sponsor reserves the right to reject your application for any reason.

**5. Incentive Amounts.** The amount of the Incentive shall be determined by the Program Sponsor in its sole discretion and shall be set forth in the E-Bike Customer Voucher. Upon presentation of the E-Bike Customer voucher at a Participating Bike Shop, the Incentive amount shall be taken off the purchase price at the point of sale. E-Bike Customer Vouchers will expire 90 after issuance days unless the Qualified Customer requests and receives an extension from the Program Sponsor.

**6. Qualified Customer Responsibilities.** Qualified Customer agrees: (i) to review the Owner’s Manual; (ii) to review the Safety and Education Plan; (iii) to sign the Acknowledgment and Waiver; (iv) that they will not resell or transfer ownership of the e-bike or accessories acquired through the Program; and (v) that they will work with the Participating Bike Shop to ensure that the e-bike they purchase is suitable to their physical needs and requirements.

**7. Withdrawal.** Once you are accepted as a Qualified Customer in the Program and prior to receiving an E-Bike Customer Voucher, you may withdraw by emailing the Program Sponsor at the contact address specified below.

**8. Program Termination.** Program Sponsor's ability to offer the Program is contingent on receiving certain grant funding and approvals from the grantor. If such funding and approvals are withheld or withdrawn, or if the Program Sponsor determines that continuation of the Program is no longer in its best interest, the Program may be terminated.

**9. Disqualification.** Program Sponsor may terminate your participation in the Program at any time and without liability upon notice to you via email if you violate these Terms and Conditions or applicable law.

**10. Data Collection.** By submitting an application to enroll in the Program and receiving a E-Bike Customer Voucher, you authorize the Program Sponsor to: collect and publish data related to your participation in the Program; send you emails, text messages, pre-recorded messages and other notifications related to the Program; share your responses to such surveys; publish the results of the Program for promotional and regulatory purposes; and use any photographs or videos taken of you in connection with the Program.

**11. Accuracy of Information.** You represent and warrant to Program Sponsor that the information you provide to Program Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Program Sponsor if any information you provided in E-Bike Customer application for the Program has changed.

**12. Indemnification.** To the fullest extent allowed by law, you shall indemnify, defend and hold harmless the Program Sponsor, its subcontractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, injuries, losses and expenses( including reasonable attorneys' fees and costs incurred to enforce this indemnity), arising out of, resulting from, or related to your participation in the Program or your use, operation or ownership of the e-bike purchased or acquired through the Program,

**13. Limitation of the Program Sponsor's Liability.** To the fullest extent allowed by law, the Program Sponsor's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions. The Program Sponsor, and its subcontractors, officers, directors, members, employees, agents, representatives shall not be liable to you or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, you waive and release the Program Sponsor and its subcontractors from all obligations (other than payment of an Incentive), and for any liability or claim associated with the Incentives, the Program, or these Terms and Conditions.

**14. Warranties.**

a. No Warranties by Program Sponsor. THE PROGRAM SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY E-BIKE, MANUFACTURER OR PRODUCT, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF YOUR PARTICIPATION IN THE PROGRAM. YOU ACKNOWLEDGE AND AGREE THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURER OF THE E-BIKES, RELATED EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM SPONSOR. PROGRAM SPONSOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM MATERIALS.

b. No Implied Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

LAW, ALL E-BIKES ARE WARRANTED ONLY TO THE EXTENT EXPRESSLY STATED IN THE APPLICABLE PRODUCT WARRANTY PROVIDED WITH YOUR E-BIKE PURCHASE. OTHERWISE, THE E-BIKES ARE PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU.

**15. Program Sponsor’s Status as Governmental Entity.** You understand that the Program Sponsor is a governmental entity, specifically a joint powers entity, and agree that (i) its members assume no liability whatsoever for any of its debts and liabilities of the Program Sponsor, and (ii) certain legal privileges, defenses and remedies are available to it at law.

**16. General.**

- a. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- b. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Sponsor.
- c. The Program Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
- d. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all remaining provisions of these Terms and Conditions will remain in full force and effect.
- e. These Terms and Conditions will be binding on Qualified Customers.
- f. You may not assign these Terms and Conditions without the written consent of Program Sponsor.
- g. Program Sponsor may assign these Terms and Conditions to any third party.
- h. These Terms and Conditions constitute the entire agreement between you and the Program Sponsor and relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.
- i. These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- j. Qualified Customer understands and agrees that Participating Bike Shop is not Program Sponsor’s subcontractor, partner, agent or representative.
- k. Sections 10, 12 and 13 shall survive the termination or expiration of your participation in the Program.

**17. Changes to Terms and Conditions.** Program Sponsor may modify these Terms and Conditions at any time. Program Sponsor will notify you by email at the most current email address Program Sponsor has on record for you when Program Sponsor makes any material changes to these Terms and Conditions, and the effective date of the modified Terms, which will be after the date of its notice to you. Your continued participation in the Program and continued ownership and use of the e-bike thereafter signifies your acceptance to such modified Terms and Conditions.

**18. Contacting Program Sponsor.** Any questions regarding these Terms and Conditions or the Program should be directed to: Mariel Marchand; [mariel.marchand@capelightcompact.org](mailto:mariel.marchand@capelightcompact.org)/ (508-375-6623).

19. **Ownership.** Title to the e-bike and risk of loss to such e-bike will transfer to you at the time Participating Bike Shop delivers such e-bike to you.

20. **Returns.** You may return the e-bike to the Participating Bike Shop in accordance with the Participating Bike Shop's return policy.

21. **Alterations.** You acknowledge and understand that alterations, modifications or enhancements to your e-bike may have the effect of voiding manufacturer warranties and may cause damage to your e-bike.

22. **Safety and Education Plan.** Qualified Customers will receive safety and education resources with their E-Bike Customer Voucher.

By signing these Terms and Conditions below, the undersigned agrees to comply with all of the above Terms and Conditions.

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

Print Name:

Address:

Email:

## WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned agrees as follows:

I am familiar with the operation and use of electric bikes (e-bikes), and have read the safety and education plan provided to me by seller of my e-bike. I have read the owner's manual that came with my e-bike and agree that I am capable of operating the e-bike safely and in accordance with the manufacturer's instructions.

The undersigned acknowledges and understands that there are certain inherent risks and dangers involved with the use of e-bikes, whether intended or as a result of misuse. The undersigned understands that such risks can result in injury, death, illness or damage to you, your property, other third parties and their property. I hereby confirm that my use of said e-bike is voluntary and that I knowingly assume all such risks incident to using said e-bike.

I hereby release, waive, discharge and covenant not to sue the Cape Light Compact JPE (Program Sponsor) and the Massachusetts Clean Energy Technology Center, and each of their members, directors, officers, employees, subcontractors, and agents (collectively, the "Released Parties") from liability from any and all claims related to the undersigned's ownership, use and operation of the e-bike. I also agree to indemnify and hold harmless the Released Parties from and against any and all liability, loss, claims, demands, actions or causes of actions, for costs, attorneys fees, expenses or damages to personal property, or personal injury, or death, which may result from any use of my e-bike. The undersigned expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue any of the Released Parties. I also understand that this agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators, and assigns, as well as myself. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby assert that my use of said e-bike is voluntary and that I knowingly assume all such risks incident to using said e-bike.

\_\_\_\_\_  
Purchaser Name:  
Address:

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