



GUAM PLUG-IN ELECTRIC DRIVE MOTOR VEHICLE REBATE PROGRAM AUTOMOTIVE DEALERSHIP PARTICIPANT AGREEMENT

This is an Automotive Dealership Participant Agreement (hereinafter referred to as the "Agreement") between _____ (Automotive Dealership name) (hereinafter referred to as the "Participant") and the Guam Energy Office (hereinafter referred to as "GEO") to partner in the Guam Plug-In Electric Drive Motor Vehicle Rebate Program (hereinafter referred to as the "Program"). The goal of the Program is to reduce fuel consumption, reduce harmful emissions and to stimulate Guam's economy by assisting Guam residents with rebates for the purchase of plug-in electric vehicles. This Program will also assist in the education and awareness of the need for Plug-In On-Site Charging Stations. This Agreement takes effect when signed by both Parties.

The responsibilities of each Party are set forth below.

GEO'S RESPONSIBILITIES:

- Review invoice and documents submitted from purchaser and process reimbursement checks in a timely. Payment will be made directly to the purchaser at least thirty (30) calendar days after GEO processes the direct payment request to Department of Administration, Accounting Section.
- Promote Participant in Program-related materials.
- Provide recognition for Participant in outreach and marketing efforts including press releases, website content, articles, etc.
- Information in the purchaser's rebate application submitted to GEO will be treated as confidential business information (hereinafter referred to as "CBI"). For information to be treated as CBI, it must be designated as CBI at the time of submittal. GEO will protect CBI to the extent permitted by law.

PARTICIPANT'S RESPONSIBILITIES:

- Maintain a valid business license to conduct business on Guam and is in good standing with Guam's Department of Revenue and Taxation with regard to all taxes paid current.
- Provide qualified plug-in electric vehicles in accordance with the specifications in Public Law 32-164 and approved by GEO.
- Agree to co-promote the Program either through conducting consumer outreach/awareness, consumer education, or through marketing campaigns (i.e. in-store signage, flyers, advertisements, etc.) promoting that the use of a plug-in electric vehicle will reduce fuel consumption and vehicle emissions for a clean and healthy environment.
- Agree to make sales records of the plug-in electric vehicles rebated through the Program funds available to GEO for the purposes of being verified/audited to ensure that all Program rebated sales are in accordance with the rules and guidelines of this program.
- Appoint a representative from your dealership as the plug-in electric vehicle Program Coordinator and notify GEO of any change in the representation.

DISCLAIMERS

- The Participant agrees that the activities it undertakes connected with this Agreement are not intended to provide services to the Government of Guam and that the Participant will not submit a claim for compensation to any State agency or department.
- The Participant agrees that it will not claim or imply that its participation in the Program constitutes the approval or endorsement by GEO of anything other than Participant's commitment to the Program.
- Each Party shall assume the good faith of the other and agrees to notify the other should any uncertainty arise concerning the duties or obligations of either pursuant to this Agreement. Either Party may, by written notice to the other, terminate this Agreement without cause or penalty, or both will then cease to publicize the Participant's involvement in the Program. Failure to comply with this Agreement may result in its termination.
- The Parties shall act in an independent capacity and not as officers or employees or agents of each other.
- Allocated amounts given to Participant shall be determined by GEO upon confirmation of this agreement.

The undersigned officials execute this Agreement on behalf of their Parties.

Authorized Automotive Dealer Representative: _____

Signature: _____ Date: _____

Authorized GEO Representative: _____

Signature: _____ Date: _____

Please identify your Company's Point of Contact:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Facsimile: _____ Email: _____

For more information about the Program, contact:

Guam Energy Office
Phone: (671) 646-4361/649-4362