

**Terms and Conditions for Bike Shop Vendors**

**City of Boulder E-bike Incentives Program Process Summary:**

City of Boulder residents may apply for a voucher for a point-of-sale discount for an e-bike. Applicants that are awarded a voucher can take it to an approved participating bike shop in Boulder County to apply the discount when purchasing an eligible e-bike. The bike shop that redeems the voucher will apply for a rebate from the City of Boulder through APTIM Environmental Infrastructure LLC (“APTIM”), the city’s e-bike and voucher and rebate administrator, to reimburse them for the discount provided.

The following terms and conditions apply to this process.

**Bike Shop Eligibility:**

In order to participate in City of Boulder’s E-bike Incentives Program, bike shops are required to have a brick and mortar retail location in Boulder County that sells qualifying e-bikes and provides on-site sales, service and repair. Training on APTIM’s rebate portal is required for bike shop vendors via webinar or in person. Bike shops are required to confirm that the name of e-bike voucher matches the name of each e-bike buyer by checking the customer’s identification in-person at the time of purchase.

Bike shops are required to input e-bike make, model and serial number for each voucher redemption in APTIM’s online contractor portal at the point of sale.

Tax, shipping and other non-purchase price costs cannot be paid for via the voucher; only the retail cost of the e-bike can be covered by the voucher.

Bike shops must redeem a voucher at the time of the sale. Bike shops may not increase the price of the e-bike because a voucher point of sale discount is applied.

City of Boulder/APTIM reserves the right to suspend and/or remove approved bike shops from the program at any time if program rules are not being followed or the bike shop engages in unethical business practices, solely at the discretion of City of Boulder/APTIM

**Returns:**

Applicants have 45 days to return their e-bike from the date of the voucher redemption date to potentially receive a new voucher to use at an approved bike shop. All returns must be approved by APTIM before the applicant will be issued a new voucher.

- The applicant or the bike shop must notify APTIM of the return to initiate issuance of a new voucher and bike shop return of the refund amount to APTIM.
- A return receipt must be supplied with the details of the return showing the bike make, model, serial number cost and voucher amount.
- Once a return is approved a new voucher can be issued to the applicant to purchase another bike.
- On the back end APTIM will either deduct the voucher amount from the bike shop’s next rebate payment or the bike shop must provide APTIM a check for the amount of the returned voucher amount.

**E-bike Eligibility:**

To qualify for the e-bike point of sale discount, the e-bike must be purchased new from a participating bike shop for use by the e-bike voucher applicant and not for resale. The e-bike must be purchased on or after the launch of the e-bike program and vouchers are not retroactive to past purchases.

The e-bikes covered by this voucher must meet the following criteria:

Class 1 and 2 e-bikes are eligible; Class 3 e-bikes are not eligible for the voucher.

- Class 1: an electrical assisted bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 m.p.h.
- Class 2: an electrical assisted bicycle equipped with an electric motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of 20 m.p.h.
- The electric motor must be 750 watts or less and cannot be gas-powered
- The motor must be capable of being propelled by muscular power using the pedals, but it is not necessary to always be pedaling.
- The e-bike must have an adjustable height seat (as it comes from the factory)
- Full-suspension mountain bikes are excluded from the program
- No minimum or maximum purchase price

E-cargo bicycles must have an extended frame designed to carry additional people or cargo. E-cargo bikes must meet all of the following criteria:

- Fall within the above definition of Class 1 or 2 e-bike
- Designed to carry one or more passengers in addition to the rider OR designed to carry heavier or bulkier loads than a traditional bicycle can carry
- Bike has an extended frame (long tail, long john, Bakfiet or box bike)
- Bike has a published cargo load carrying capacity of at least 100 lbs.

**E-Bike Voucher Rebate Application Requirements:**

It is the responsibility of the bike shop vendor to assure that all requirements for e-bike eligibility and voucher redemption period for the voucher point of sale discount are met. Applicants have 45 days to redeem a voucher once issued. Program procedures, requirements and point of sale discount levels are subject to change or cancellation without notice and are subject to available program funds.

During the redemption of point of sale discount vouchers, participating bike shops are required to submit the following information in APTIM's online contractor portal confirming the e-bike sale to receive payment for the voucher discount provided.

- Validate the voucher number is a valid and unredeemed voucher in the
- Verify the name of the voucher awardee in the system matches the name of the person redeeming the voucher.
- Enter the e-bike make, model, serial number, and retail price (excluding tax and shipping costs).
- Uploads the sales receipt.
- In the case of income-qualified starter kit vouchers bike shops will be required to notate what approved items were purchased with the starter kit voucher.

Any misrepresentation by the bike shop vendor in the rebate application will result in forfeiture of the rebate. Bike shops should allow up to 10 business days from the date all required additional information is received to process payment.

**Inspection:**

The City of Boulder and APTIM reserve the right to conduct field inspections to verify e-bike purchase. Inspections will be scheduled in advance with the voucher applicants and/or participating bike shops.

**Liability:**

The City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, and agents assume no responsibility for the performance, quality, safety, operational capability, reliability, or any other aspect of design of the e-bike or e-bike warranty. The bike shop vendor hereby waives and releases any and all liabilities, claims, judgments, suits, or demands for damages to persons or property against the City of Boulder, APTIM or their respective directors, officers, employees, appointed and elected officials, and agents arising out of, resulting from, or relating to the E-bike Incentives Program, except for claims arising out of, resulting from, or relating to payment to the bike shop vendor for the voucher discount.

City of Boulder and APTIM assume no responsibility for liability for (a) any unauthorized access to, or theft, destruction or alteration of vouchers issued pursuant to the E-bike Incentives Program at any point in the operation of the Program; (b) any technical malfunction, failure, error, omission, defect, or delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, or networks utilized in any aspect of the operation of the E-bike Incentives Program; (c) any injury or damage to, participating bike shop vendors, or to any other person's computer which may be related to or resulting from any attempt to participate in the E-Bike Incentives Program or download of any materials related to the Program

By participating, a participating bike shop vendor, on behalf of themselves and their heirs, executors, administrators, successors and assigns hereby knowingly and voluntarily release, discharge, waive and relinquish, and agree that they will not assert or maintain against City of Boulder, APTIM, and those involved in the development, production, implementation and distribution of this E-bike Incentives Program, and any of their respective directors, officers, employees, appointed and elected officials, representatives, attorneys, and agents (collectively, "City of Boulder and Affiliates") any claim, action, suit or demand of any kind or nature whatsoever, whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation in this E-bike Incentives Program or any Program-related activity, or their acceptance, possession, use or misuse of any award in any way (including any tax liabilities), except for claims arising out of, resulting from, or relating to payment to the bike shop vendor for the voucher discount. Participating bike shop vendors further agree that City of Boulder and Affiliates are not responsible or liable for, and that the bike shop vendor will indemnify, defend, release, and hold City of Boulder Affiliates harmless from and against, any and all claims, liabilities, losses, damages, injuries, costs and expenses (including, without limitation, reasonable attorney's fees) of any nature whatsoever, whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation of this E-bike Incentives Program or any Program-related activity, or their acceptance, possession, use or misuse of any voucher in any way (including tax liabilities), except for claims arising out of, resulting from, or

relating to payment to the bike shop vendor for the voucher discount. Participating bike shop vendors hereby acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true and agree that this release will remain effective notwithstanding. No more than the amount of funds allocated for the E-bike Incentives Program will be awarded.

If for any reason the E-bike Incentives Program is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, failure to appropriate funds, or any other causes which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, then City of Boulder reserves the right at its sole discretion to cancel, terminate, or modify the E-bike Incentives Program in whole or in part.

**Releases:**

All bike shop vendors, as a condition of their participating in the E-bike Incentives Program, agree to release the City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, representatives, attorneys, agents, and suppliers, from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, death, or losses to person or property which may be sustained in connection with participating in any respect in the E-bike Incentives Program, the receipt, ownership, or use of any voucher awarded, or while preparing for, participating in, or traveling to or from any entry or voucher-related activity, or for any typographical or other error in this Release or the announcement or offering of any voucher, except for claims arising out of, resulting from, or relating to payment to the bike shop vendor for the voucher discount.

**Endorsement:**

The City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, and agents do not endorse any particular e-bike manufacturer, vendor, product, design, or claim in promoting this program.

**Warranties:**

The City of Boulder, APTIM, and their respective directors, officers, employees, appointed and elected officials, and agents do not warrant e-bike performance expressly or implicitly.

**Customer Information:**

To the extent permitted by applicable law, including the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5, the bike shop vendor shall keep all voucher applicant-specific information confidential, including customer contact information. The bike shop vendor will not use the name or identifying characteristics of the applicant in advertising or publicity without applicant’s advance written approval. The bike shop vendor understands that it may be contacted to complete an optional survey or questionnaire to provide feedback on the program.

**Language Translations:**

**Spanish translation and all translations from the original English text of the City of Boulder E-Bike Incentives Terms and Conditions (the “Official Rules” and “Terms and Conditions”) are provided as a courtesy to our community, and provided “as is.” No warranty of any kind, either expressed or**

**implied, is made as to the accuracy, reliability, or correctness of any translations made from English into any other language. The original text is the English version of the Terms and Conditions. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated Terms and Conditions, refer to the English version of the Terms and Conditions which is the official version.**

**Sponsor:**

City of Boulder, Colorado, Climate Initiatives and Transportation & Mobility Departments, 1300 Canyon Blvd, Boulder, Colorado 80302

**Last Updated:**

**July 5, 2023.**