

2024 City of Tampa eBike Voucher Program Bike Shop Conditions Form

In consideration of the benefits of participation in the City of Tampa eBike Voucher Program, The Business agrees to the following terms and conditions of program participation:

I. Program Qualification

[Business Name], [business entity] _____ located at _____, (the "Business") hereby agrees and acknowledge it that meets the following criteria to apply for the program:

- a. Business is a registered entity with the Florida Department of Corporations and maintains a brick-and-mortar store location within the City of Tampa boundaries. (An interactive map of the boundaries can be found here: https://apps.tampagov.net/mygovtsvcs_webapp/)
- b. Business sells program qualifying eBikes at the physical location indicated above.
- c. Business provides basic on-site maintenance of program qualifying eBikes at the location indicated above.
- d. Business agrees to provide a high-quality bike to each voucher recipient that redeems a voucher at their location at no cost to the program applicant or the city.
- e. Business agrees to permit a City of Tampa representative on-site at the location indicated above for any shop visits to ensure compliance with program requirements at any time during their participation in the eBike Voucher Program.
- f. Business agrees to provide all interested program applicants with a printed purchase quote of the eBike from the business that the Applicant wishes to purchase if a voucher is awarded.
 - a. The quote shall include full purchase price of eBike, any assembly fees or other undisclosed fees to the customer, and the cost of the helmet the applicant is required to purchase at the time of voucher redemption.

II. Program Participant Consultation

The Business agrees to consult (via email, in person, or over a voice/video call) with the program applicant to discuss the following:

- a. Available stock at the bike shop.
- b. Types of program qualifying eBikes that would best fit applicant's intended use. (i.e. Trips to work, taking kids to school, going to the grocery store)
- c. Difference between a Class I and Class II eBike.
- d. Difference between a Standard eBikes and eCargo Bikes.
- e. How much the program qualifying eBikes at your shop cost, and what the potential applicant would be expected to pay out of pocket if a voucher is awarded.
- f. Whether there any additional charges the voucher recipient should be aware of at your store when they come to redeem their voucher, such as an assembly or maintenance fee.
- g. Identification of the correct height and size of eBike for the applicant.
- h. Current available stock at your business and your ability to meet the 60-day timeframe of redeeming the voucher.
- i. Basic eBike ownership and maintenance expectations.
- j. Answer the applicant's questions to the best of your ability and in the best interest of the applicant.
- k. Remind applicants that they are required to purchase a helmet at the time of redeeming their awarded voucher.

III. eBike Voucher Redemption

The Business agrees to the following regarding eBike Voucher redemption:

- a. Business agrees to receive a copy of each approved applicant voucher that indicated their business as the point of sale.
- b. Business agrees to verify that customer information (bike shop name, bike shop address, applicant name, applicant address, voucher expiration date, voucher type, and voucher number) matches the information provided to them via a City of Tampa representative for approved applicants.
- c. Business agrees to notify the indicated city representative of each eBike Voucher Redemption at the time of sale, or not to exceed one (1) week following the time of sale.
 - i. Notification must include the cost of the eBike sold, voucher type redeemed, voucher number redeemed, and a scan or photograph of the applicant's photo ID used to verify identification at the time of sale.
- d. Business agrees to provide the amount indicated on the voucher to the applicant's total purchase price of an eBike only. Any additional value of the voucher not redeemed is forfeited.
- e. Business agrees to provide the voucher recipient with a high-quality bike lock at no cost.
- f. Business agrees to be reimbursed by the City of Tampa for the value of the eBike Voucher redeemed solely for the purchase of the indicated eBike type, as verified through **Section III (c)(i)** above. Any value remaining on the voucher shall be forfeit. Reimbursements can take up to 45 days from the date of notification to be dispersed.
- g. The Business agrees to only be reimbursed for valid redeemed vouchers issued as part of this program and will be solely responsible for any costs incurred for improper sales.
- h. Business agrees to maintain such records as are deemed necessary by the City to assure proper accounting of the City vouchers and funds. The records shall be available for inspection and copies shall be provided to the City. Business shall maintain the records for a minimum of five (5) years from the date of the transaction. The Business agrees to comply with Florida's Public Records Law, Chapter 119, Florida Statutes.
- i. Business agrees to assume all risk of injury or harm relating to the eBike Voucher Program and agrees to release, indemnify, defend, and forever discharge the City, its officers, agents, or successors and assigns, from all liability, claims, demands, damages, losses, costs, expenses, and causes of action due to death, injury, loss, or damage to the Business.
- j. Business hereby releases the City of Tampa and its employees, agents, contractors, successors and assigns, of and from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in law, and of and from any and all manner of suits, liabilities, losses, covenants, agreements, promises, damages, claims and demands, including but not limited to, those arising out of or in any way connected to the eBike Voucher Program, and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of the City of Tampa.

IV. Criteria for Termination from the Program

The Business agrees that the business may be terminated from the City of Tampa eBike Voucher Program upon the occurrence of one (1) or more of the following:

- a. Failure to meet the Program Qualifications indicated in **Section I** at any time before or during the program.
- b. Failure to provide a consultation with the applicant prior to the sale of an eBike.
- c. Failure to provide information to the applicant that is in the applicant's best interest.
- d. Failure to verify customer information on the applicant voucher matches the copy provided to the business by a city representative.

- e. Failure to notify the indicated city representative of each eBike Voucher Redemption at the time of sale, not to exceed one (1) week following the time of sale.
 - f. Failure to include the total cost of the eBike sold, voucher type redeemed, voucher number redeemed, and a scan of the redeeming applicant's photo ID that the business used to verify identification at the time of sale.
 - g. Failure to provide the voucher value to the sale of the voucher indicated eBike only.
 - h. Failure to sell applicant only the voucher specified class/type of eBike.
 - i. Failure to provide the voucher recipient with a high-quality bike lock at no cost.
 - j. Failure to ensure that the applicant redeeming a voucher in your store also purchases a helmet.
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Signature of Owner or Authorized Officer of Business

Title

Date

Print Name