

Draft 2024 City of Tampa eBike Voucher Program Applicant Conditions Form

In consideration of the benefits of participation in the City of Tampa eBike Voucher Program, I (First Name, Last Name) _____ hereon referred to as “the Applicant” agrees to the following terms and conditions of program participation:

I. Program Qualification

- a. The Applicant lives within the City of Tampa limits.
- b. The Applicant is 18 years of age or older.
- c. The Applicant has conducted the required bike shop consultation and has acquired a signed purchase quote from the store they will be purchasing from in the event a voucher is awarded.
- d. The Applicant has not redeemed an eBike Voucher previously.
- e. If applying for an “Income-Qualified” Voucher, the Applicant agrees that the provided household income documentation provided is current and accurate. Household income documentation must be provided using a recent paystub, W2/1099 form, or Unemployment/Worker’s Compensation documentation to the Applicant’s online or paper application.
- f. The Applicant agrees to conduct a consultation with participating bike shops and obtain a signed purchase quote from the bike shop they intend to purchase from should a voucher be awarded.
- g. Should a voucher be awarded to the Applicant, the Applicant agrees to purchase a fitting helmet at the time of in-store voucher redemption.

II. Program Pledges

- a. The Applicant pledges to use the eBike purchased as part of this program to replace trips that would have otherwise been taken in an automobile.
- b. The Applicant pledges to keep the eBike purchased as part of this program for the minimum length of one (1) calendar year from the date of receipt.
- c. The Applicant pledges to complete all basic maintenance to the eBike purchased as part of this program for a minimum length of one (1) calendar year from the date of receipt.
- d. The Applicant pledges to participate in three (3) surveys over the course of one (1) calendar year from the date of receipt of the eBike purchased as part of this program.
- e. The Applicant agrees to accept the standard safety information and bike helmet provided by the participating bike shop.
- f. The Applicant hereby acknowledges and agrees that by participation in the eBike Voucher Program, the Applicant assumes all risk of injury or harm relating to the eBike Voucher Program, which may be caused by the action, inaction, or negligence of the Applicant or the action, inaction, or negligence of others, including the City.
- g. The Applicant agrees to hold harmless, 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 Applicant.
- h. The Applicant 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 Applicant.
- i. The Applicant 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.

III. eBike Voucher Redemption

- a. The Applicant agrees to use the eBike Voucher, should they be awarded one, for its designated purchase intent.
- b. The Applicant agrees to redeem the eBike Voucher, should they be awarded one, within sixty (60) calendar days of notice of issuance.
- c. The Applicant agrees to redeem the eBike Voucher, should they be awarded one, for a factory new eBike.
- d. The Applicant agrees to purchase an appropriate helmet at the time of redeeming the voucher at the voucher-indicated bike shop, should one be awarded.

IV. Criteria for Termination from the Program

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

- a. Redemption of a City of Tampa eBike Voucher during previous rounds of the program.
- b. Failure to completely fill out the application form or provide all required information or documentation.
- c. Failure to live within the City of Tampa boundary.
- d. Failure to provide valid proof of residency within the City of Tampa boundary.
- e. Failure to purchase the class of eBike indicated on the voucher, if awarded.
- f. Failure to provide valid proof of income qualification, if applying for an income-qualified voucher.
- g. Failure to redeem an awarded voucher within 60 days from the date of issuance.
- h. Failure to utilize the eBike purchased as part of this program for personal use.
- i. Failure to participate in three (3) surveys during the first calendar year of ownership of an eBike purchased through this program.
- j. Failure to purchase a helmet from the bike shop at the time of redeeming a voucher, if awarded.
- k. If the Applicant makes any attempt to defraud the City of Tampa through this program or otherwise.



Signature of Applicant

Date

Printed Name of Applicant