CARL MOYER LAWN AND GARDEN PROGRAM
MERCHANT AGREEMENT

Parties: This Merchant Agreement ("Agreement") is between Air Quality Management Districts and Air Pollution Control Districts as listed below ("DISTRICTS"), and

_____

("Subrecipient"), effective as of the date of the District signature. below.

Subject Matter: The subject matter of this Agreement is the Carl Moyer Lawn and Garden Program. Detailed services to be provided by the Subrecipient pursuant to this Agreement are described in the Carl Moyer Lawn and Garden Program ("Program") Merchant Provisions ("Merchant Provisions"), attached hereto and incorporated herein by this reference.

Maximum Amount: In consideration of the services to be performed, DISTRICTS agree to pay Subrecipient a sum not to exceed the amount specified in the Merchant Provisions.

Agreement Term: The period of Subrecipient's performance begins upon date of execution, signified by the latest date of signature by DISTRICTS, and ends on June 30, 2029 or earlier if the parties agree that all project dollars have been spent, whichever occurs first.

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement will be effective unless reduced to writing, numbered, and signed by the duly authorized representative of DISTRICTS and Subrecipient.

Termination: This Agreement may be terminated with at least 30 days advanced written notice to the other parties; provided however that individual DISTRICTS may separately terminate this Agreement within the jurisdiction of their District immediately for reasons stated in the Merchant Provisions.

Contact persons:

Subrecipient (Merchant) Name:_____

Subrecipient Program Contact:	**Subrecipient Fiscal Contact:**
Name:_____	Name:_____
Phone:_____	Phone:_____
E-mail _____	E-mail:_____
Fax:_____	Fax:_____
Address:_____	Address:_____
City/St/Zip:_____	City/St/Zip:_____

Attachments:

This Agreement also consists of the following attachment(s) that are incorporated herein:

☐ Carl Moyer Lawn and Garden Program Merchant Provisions
☐ Carl Moyer Lawn and Garden Program Voucher Tracking Form
☐ Carl Moyer Lawn and Garden Program Equipment Destruction Form

_____ Date:_____
Signature Butte County Air Quality Management District

_____ Date:_____
Signature Glenn County Air Pollution Control District

_____ Date:_____
Signature Feather River Air Quality Management District

_____ Date:_____
Signature Placer County Air Pollution Control District

_____ Date:_____
Signature Sacramento Metropolitan Air Quality Management District

_____ Date:_____
Signature Tehama County Air Pollution Control District

_____ Date:_____
Signature Yolo-Solano Air Quality Management District

I hereby certify that I understand the conditions and requirements for participation in the Carl Moyer Lawn and Garden Program and agree to fulfill the requirements and comply with the conditions in this Agreement that I am entering into with the DISTRICTS.

_____ Date:_____
Signature Subrecipient

Air District Contacts

Butte Program Contact: Name: Samuel Nassie Phone: 530-332-9400 x103 E-mail: snassie@bcaqmd.org Fax: 530-332-9417	**Butte Fiscal Contact:** Name: Aleah Ing Phone: 530-332-9400 x110 E-mail: aing@bcaqmd.org Fax: 530-332-9417
Glenn Program Contact: Name: Julian Velazquez Phone: 530-934-6500 E-mail: jvelazquez@countyofglenn.net Fax: 530-934-9503	**Glenn Fiscal Contact:** Name: Jennifer Brown Phone: 530-934-6500 E-mail: jbrown@countyofglenn.net Fax: 530-934-9503
Feather River Program Contact: Name: Allyson Smith Phone: 530-634-7659 Ext 209 E-mail: asmith@fraqmd.org Fax: 530-634-7660	**Feather River Fiscal Contact:** Name: Shelley Channel Phone: 530-634-7659 Ext 204 E-mail: schannel@fraqmd.org Fax: 530-634-7660
Placer* Program Contact: Name: Eden Winniford Phone: 530-757-3657 E-mail: grants@ysaqmd.org Fax: N/A	**Placer* Fiscal Contact:** Name: Shawnte Bice Phone: 530-757-3650 E-mail: sbice@ysaqmd.org Fax: N/A
Sacramento Program Contact: Name: Oliverio Barragan Phone: 916-201-0802 E-mail: obarragan@airquality.org Fax: N/A	**Sacramento Fiscal Contact:** Name: Patricia Kepner Phone: 279-207-1134 E-mail: PKepner@airquality.org Fax: N/A
Tehama Program Contact: Name: Krystal Sanchez-Casteneda Phone: 530-527-3717 x104 E-mail: ksanchez@tehcoapcd.net Fax: 530-527-0959	**Tehama Fiscal Contact:** Name: Jamee Dawson Phone: 530-527-3717 x100 E-mail: jdawson@tehcoapcd.net Fax: 530-527-0959
Yolo-Solano Program Contact: Name: Eden Winniford Phone: 530-757-3657 E-mail: grants@ysaqmd.org Fax: N/A	**Yolo-Solano Fiscal Contact:** Name: Shawnte Bice Phone: 530-757-3650 E-mail: sbice@ysaqmd.org Fax: N/A

*Placer County Air Pollution Control District's Program will be administered by Yolo-Solano Air Quality Management District.

Carl Moyer Lawn and Garden Program (Program)
Merchant Provisions

1. Inform potential customers about Program requirements and timelines.
2. Determine if the customer is participating through a Commercial or a Residential Lawn and Garden Program.
3. Accept the voucher from the customer and apply the full voucher value as a discount towards the purchase price of the device.
    a. New Replacement Lawn & Garden Equipment (L&GE) are valued at the following maximum funding amounts:

Equipment	Residential Voucher Amount	Commercial Voucher Amount
Chainsaws / Trimmers / Edgers / Brush cutters	$300	$700
Leaf Blowers / Leaf Vacuums	$200	$1,400
Walk Behind Lawn Mowers	$330	$1,500
Ride-on or Stand/Sit Mowers	$2,000	$15,000

    b. The total voucher amount may not exceed the maximum funding amounts above or exceed the total purchase cost of the new LG&E.
    c. Total purchase costs for the new LG&E include only the new zero-emission unit, charging adapter, charging cable, extra batteries necessary to perform needed work, taxes, and fees.
    d. Equipment types must be like-for-like with the exception that customers may replace combustion equipment in the Chainsaws / Trimmers / Edgers / Brush cutters category with another equipment type in that same category.
    e. Provided project funding does not exceed total project cost, the cost of batteries and/or chargers intended to be used with multiple pieces of equipment may be spread across multiple equipment exchanges of a single applicant.
4. Do not take a voucher from a customer if the customer does not purchase the L&GE or enter into a binding agreement to purchase new L&GE.
5. State the voucher amount on the replacement L&GE invoice or receipt. The receipt of voucher funds does not lower the base price of the L&GE nor does it reduce the tax basis of the L&GE but is an incentive to the L&GE owner that will result in a lower price paid by the participant.
6. Complete and sign the Carl Moyer Lawn and Garden Voucher provided by the customer for each L&GE purchased. Complete and sign the Carl Moyer Lawn and Garden Voucher Tracking Form for each customer (multiple Vouchers can be batched together).
7. Destroy the surrendered combustion equipment and submit a photo depicting the destruction OR deliver surrendered combustion equipment to a scrap or recycling facility for destruction OR coordinate with customer for them to surrender combustion equipment to a scrap or recycling facility for destruction. If delivered to a scrap or recycling facility, the old combustion equipment must be destroyed and rendered permanently unusable, and destruction certified by the facility within 60 days of receipt and before the DISTRICT can provide payment.
8. Complete and submit to the DISTRICT an Equipment Destruction Form (multiple Vouchers can be batched together).
9. Submit to the DISTRICT completed paperwork with an original invoice for reimbursement. Invoices submitted to the DISTRICT without the required paperwork are not payable until all documentation is submitted (No Exceptions). All paperwork must be submitted to the DISTRICT within thirty (30) days of the date of purchase. The following paperwork must be submitted with invoice and all forms must be fully completed:
    a. Redeemed Voucher.
    b. Copy of purchase invoice(s) – The purchase invoice(s) must show all costs, discounts, and Vouchers as line items. The purchase invoice must be signed by the customer and list the manufacturer and the type of L&GE purchased.
    c. Voucher Tracking Form.
    d. Equipment Destruction Form referencing the Voucher.
    e. Photo of destroyed combustion equipment, if destroyed by Participating Merchant.
10. Participating Merchant, understands that the Carl Moyer Lawn and Garden Program must comply with State requirements within Chapter 9 of the 2024 Carl Moyer Program Guidelines incorporated herein and located here or available on request: https://ww2.arb.ca.gov/guidelines-carl-moyer.
11. Participating Merchant certifies that its place of business has carried a valid business license issued in California for a minimum of the last two years.
12. Participating Merchant understands that the District will not reimburse it for expired vouchers.

13. Participating Merchant agrees to indemnify, defend, and hold harmless the DISTRICTS and their employees, agents, and representatives against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of its performance under this Agreement, the destruction of combustion L&GE, the sale of replacement L&GE, and any other element of the replacement process.
14. Participating Merchant agrees to address and resolve unanticipated issues with the DISTRICTS within 10 business days.
15. Participating Merchant agrees to provide the DISTRICTS and the California Air Resources Board (CARB) access to its facilities and records during normal business hours to inspect for compliance with program requirements, if requested.
16. Participating Merchant understands the following: This Program involves funding from the state and, as a consequence, Merchants must comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Merchants and their employees, representatives, and Subcontractors must not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Merchants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. Merchants, by signing the Merchant Agreement, provide written notice of their obligations under this clause as required by law.
17. Participating Merchant understands that should it fail to demonstrate, upon request by DISTRICTS or CARB, that its implementation of this Agreement is consistent with L&GE replacement program requirements, the Participating Merchant must pay the District a pro rata portion of the funds receive under this agreement that is proportion to any loss of emission reductions compared with the projected reductions of the agreement.