

REBATE AGREEMENT with

For the Purchase and Installation of INSERT EQUIPMENT NAME

The purpose of the Green Operator (GO) Rebate is to support the Port of Virginia's GO program by assisting companies with the purchase and installation of diesel retrofit equipment.

This AGREEMENT is made and entered into by and between the Mid-Atlantic Regional Air Management Association, Inc. (MARAMA), a Maryland not-for-profit corporation and _____ (COMPANY), a participant in the GO program, in consideration of the mutual promises and covenants contained herein.

The purpose of this AGREEMENT is to establish the conditions under which MARAMA will provide a rebate to the COMPANY for reducing emissions through the installation of the equipment described in Attachment A.

This AGREEMENT shall govern the parties as to the work to be performed and the terms and conditions under which the parties shall operate.

This AGREEMENT includes the following attachments:

- Attachment A: Rebate Application
- Attachment B: Request for Rebate Form

A. Scope of Work and Conditions

Equipment Purchase and Installation

The COMPANY will complete the following:

- Purchase and install equipment on vehicles as described in Attachment A.

The installed equipment must be under the manufacturer's warranty for at least one year after date of installation.

Deliverables:

After the COMPANY purchases and installs the equipment described in Attachment A, no later than 90 days after both parties sign this agreement, the COMPANY shall provide MARAMA with:

- A copy of the invoice for the purchase of the equipment,
- A copy of the service receipt showing the equipment was installed,
- A copy of the warranty,
- A completed Attachment B: Request for Rebate Form.

This AGREEMENT shall commence on the date when signed by both parties and will terminate 120 days from the date both parties sign the AGREEMENT.

The COMPANY agrees to use all reasonable efforts to meet any deadlines to which both parties have agreed and to deliver the Deliverables for which it is responsible.

B. Rebate

The maximum rebate is \$6,000 per vehicle, but no greater than for the cost of the installation and purchase of the equipment described in Attachment A.

Upon receipt and acceptance of a Request for Rebate Form and all required supporting materials, MARAMA will pay the agreed amount to the COMPANY within forty-five days.

Any expenditure made by the COMPANY is the responsibility of the COMPANY. All rebate amounts must be for equipment described in this AGREEMENT.

Rebate requests are to be submitted to the following address:

Hannah Andrews
MARAMA
8600 LaSalle Road, Suite 636
Towson, MD 21286

MARAMA shall remit payments to the following address:

COMPANY NAME	
COMPANY ADDRESS	

The maximum rebate amount will decrease 10 percent per week if the equipment is not installed within 90 days after this AGREEMENT is signed by both parties.

C. Key Personnel

The COMPANY's key contact person for this project is:

NAME	
ADDRESS	
PHONE	
E-MAIL	

MARAMA's key contacts for this project are:

Ms. Hannah Andrews
Assistant Office Manager
Mid-Atlantic Regional Air
Management Association
8600 LaSalle Road, Suite 636
Towson, MD 21286

Ms. Susan Stephenson
Senior Policy Analyst
Mid-Atlantic Regional Air
Management Association
8600 LaSalle Road, Suite 636
Towson, MD 21286

D. Additional Terms and Conditions

Governing Law - Notwithstanding clauses included or omitted from this AGREEMENT, it is understood and agreed to by both parties that all applicable laws and regulations regarding contracting with the use of public funds will be adhered to by each party.

Equipment Ownership - Any equipment or property purchased by the COMPANY pursuant to this AGREEMENT shall be the property of the COMPANY.

Indemnification - COMPANY agrees to hold harmless, indemnify, and defend MARAMA, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which MARAMA, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused by the COMPANY or its employees or by the equipment in the performance of this AGREEMENT.

Use and Dissemination of Data and Information - With the exception of proprietary and confidential information marked by the COMPANY as such, all reports, evaluations, data, and other work products or deliverables produced under this AGREEMENT may be made available by MARAMA or the COMPANY to other parties and the public free of charge (except for shipping and reproduction costs).

E. Amendments

This AGREEMENT and any attachments hereto constitute the entire AGREEMENT between the parties. No oral understanding or AGREEMENT not incorporated herein shall be binding on either MARAMA or the COMPANY. Other items may be added to this AGREEMENT by a written amendment, should MARAMA and the COMPANY mutually decide to proceed with additional work. No amendment to this AGREEMENT shall take effect until approved by MARAMA and the COMPANY in writing.

F. Disputes

In the event of a dispute arising from this agreement, the parties to this agreement shall make their best effort to resolve their disagreement and reach a mutually acceptable resolution. In the event that a mutually acceptable resolution cannot be reached, the parties agree to submit to mediation or arbitration before bringing any action in a court. Any court action shall be brought in the state of Maryland.

G. Termination

MARAMA may in its sole discretion terminate the AGREEMENT under the following conditions:

- 1) COMPANY makes a material misrepresentation in the project application, reports, or other communications; or
- 2) COMPANY does not provide proof of purchase and installation within 120 days after both parties have signed this AGREEMENT.
- 3) No payment will be paid if the Request for Rebate Form and other required materials are received after the termination of this agreement.

In applicable, MARAMA will provide a termination notice in writing.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year shown below.

The signators below certify that they have the authority to sign

MID-ATLANTIC REGIONAL AIR MANAGEMENT ASSOCIATION, INC.

Susan S.G. Wierman, Executive Director

Date

NAME: _____
COMPANY NAME: _____

Signature of Authorized Company Representative

Date