



THE OFFICE OF THE CITY CLERK

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6707
Fax 831-718-8594

July 15, 2022

Mark Harris

VIA ELECTRONIC MAIL TO: 130174-57339890@requests.muckrock.com

Re: June 14, 2022 Public Records Request

Dear Mark:

The City of Seaside has completed its review of the records you requested on June 14, 2022 and has determined it possesses certain identifiable records that fall within the scope of your request.

The records responsive to your request are attached.

Please be advised that every effort has been made to provide all of the records, which might fall within the scope of your inquiry. As such, we believe our reply is quite thorough. However, if you have knowledge of a specific document, which has not been provided in, response to your inquiry please notify us and we will be happy to provide the document(s) to you unless, of course, it is exempt from disclosure pursuant to Government Code Section 6254.

If you have any questions or concerns regarding this response, please contact our City Clerk, Dominique Davis, at 831-899-6707, or by email at cityclerk@ci.seaside.ca.us.

Kindest Regards,

A handwritten signature in cursive script that reads "Dominique L. Davis".

Dominique L. Davis
City Clerk

Nicholas Borges - RE: Tesla Y's

From: "Marc Farber" <marc@priority1pse.com>
To: "Nicholas Borges" <NBorges@ci.seaside.ca.us>
Date: 5/13/2021 2:44 PM
Subject: RE: Tesla Y's

Hi Nick,

I just tried calling your office but you were not in. I didn't leave a voicemail, but you can call me whenever you have time. My cell is 650-302-4754.

Thank you,
Marc

From: Nicholas Borges <NBorges@ci.seaside.ca.us>
Sent: Thursday, May 13, 2021 1:11 PM
To: marc@priority1pse.com
Subject: Tesla Y's
Importance: High

Hi Marc:

My name is Nick Borges and I am the Deputy Chief of the Seaside Police Department. We are starting our upfit for our two Tesla Y's and I would like to connect with you so we can get some quotes and start the process. Our vehicles are currently on schedule to get ballistic paneling in our doors down south and then we would like to coordinate with you and Setina to finalize the upfit. I have already been in contact with Bret over at Setina and would like to follow the Fremont PD model that just occurred.

Please let me know when you have some time to connect. Thank you!

Nick Borges
Deputy Chief
Seaside Police Department
(831) 899-6748 x6892
nborges@ci.seaside.ca.us



CALIFORNIA
CLEAN FUEL
REWARDSM

CUSTOMER TERMS AND CONDITIONS AGREEMENT

The undersigned ("Customer") is purchasing or leasing a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) ("Vehicle") that qualifies for participation in the California Clean Fuel Reward Program¹ ("Program"). Customer hereby certifies as follows:

1. All personal and/or business information, as applicable, and Vehicle information submitted to the seller or lessor of the Vehicle (the "Retailer") is true and correct in all respects. If any information is discovered to be inaccurate, false, misleading, and/or fraudulent, Customer understands that Customer may owe the Retailer the amount of the Reward (as defined below) that was credited to the purchase or lease price of the Vehicle. Inaccurate, false, misleading, and/or fraudulent information may also subject Customer to civil or criminal penalties to the extent permitted by law. Customer acknowledges that Retailer or Maritz LLC (the "Program Implementer") may request additional information from Customer to validate Customer's eligibility for the Reward.
2. Customer (a) if an individual, is a resident of the State of California and resides at the address provided to Retailer in the Vehicle purchase or lease documentation, or (b) if a legal entity, is a business that is located in the State of California and such business has a physical location at the address provided to Retailer in the Vehicle purchase or lease documentation.
3. The Vehicle is a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) that qualifies for participation in the Program.
4. Retailer has explained to Customer, and Customer understands, the amount and nature of the reward (the "Reward") that Customer will receive in connection with the Program for purchasing or leasing a qualifying Vehicle. The purchase or lease documentation discloses the full amount of the Reward and that the Reward has been subtracted from the final amount due from Customer for the purchase or lease of the Vehicle. Therefore, Customer agrees to allow Retailer to receive reimbursement of the Reward amount already credited to Customer in the purchase or lease documentation, and hereby assigns and transfers all of Customer's rights in the Reward to Retailer. Customer is responsible for paying all tax liability imposed as a result of the Reward, if any. None of Retailer, Program Implementer nor Southern California Edison Company (the "Program Administrator") is responsible for any taxes imposed on Customer as a result of the Reward, if any.
5. Customer agrees to register the Vehicle with the California Department of Motor Vehicles ("DMV") in Customer's name and with the address provided to Retailer.

¹ Cal. Code Regs. title 17, §§ 95480, et seq.



6. Customer agrees to (a) allow Program Implementer to verify the vehicle identification number (VIN) and registration of the Vehicle with the DMV and/or the Vehicle manufacturer, (b) insure the Vehicle as required by the State of California (including the DMV), and (c) maintain the system and function of the Vehicle as a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) at all times.
7. If two individuals are jointly purchasing the Vehicle, Customer agrees that Customer will be the primary contact and sole applicant with respect to the Reward for this Vehicle purchase.
8. Customer agrees to allow Retailer to share the information Customer has provided to Retailer (including all personal information and Vehicle information contained in the Vehicle purchase or lease documentation) with Program Implementer, Program Administrator, and each of their respective employees, consultants, contractors, or agents. Any information provided in this Terms and Conditions Agreement (including all personal and business information, as applicable, and Vehicle information contained in the Vehicle purchase or lease documentation) may be used by Program Implementer and Program Administrator for any purpose related to the Program and may be made available to Customer's utility company ("EDU").
9. Customer directs Program Implementer to forward Customer's contact information and information about the Vehicle to Customer's EDU so that Customer's EDU may send Customer surveys and emails about the Program and to provide Customer with information on products, services, and programs that may be of interest to Customer. Customer hereby gives Program Implementer and Customer's EDU consent to send emails, surveys, and information on products, services, and programs that may be of interest to Customer to the email address provided to Retailer. Customer confirms that Customer is an authorized user of the email account provided. Customer confirms that any such communication sent by Program Implementer or Customer's EDU shall not be in violation of any "do not contact" list, even if the email address provided to Retailer is on such a list.
10. Customer acknowledges that neither Program Implementer nor Program Administrator, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the Vehicle complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the Program or (ii) the Vehicle, including, but not limited to, its performance, fitness for use, or safety.



11. Customer agrees to release, indemnify, and hold harmless Program Implementer, Program Administrator, and each of their respective officers, directors, shareholders, employees, consultants, contractors, and agents (collectively, the "indemnified parties") from and against all any and all losses, claims, damages, liabilities, causes of action, expenses, demands, and costs (including the fees, charges and disbursements of any counsel for any indemnified parties), whether based on contract, tort, or any other theory, whether brought by a third party or the Customer, arising out of, or in connection with or as a result of Customer's participation in the Program, including, without limitation, Customer's purchase or lease of the Vehicle or any other vehicles in association therewith.
12. If Customer is a legal entity, the individual executing this Terms and Conditions Agreement below has all requisite authority to enter into this Terms and Conditions Agreement on behalf of Customer.

[Signature Page Follows]



Information on the Program's privacy practices may be found at cleanfuelreward.com/privacy-notice.

By executing this Terms and Conditions Agreement, Customer hereby acknowledges that Customer has read and agrees to meet and follow the requirements and responsibilities for participation in the Program.

This Terms and Conditions Agreement may be executed with signatures delivered by telecopy or other electronic imaging means (e.g., PDF by email) and further, electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act. (including without as set forth at CA Civil Code Section 1633.1 et seq.)

If Customer is an individual:

Customer Name: _____

Customer Signature: _____

If Customer is a legal entity:

Legal Name of Customer: SEASIDE POLICE DEPARTMENT

Name of Authorized Representative of Customer: ~~-- Judy Veloz~~ Nick BORGES

Title of Authorized Representative of Customer: - Deputy Chief

Authorized Representative Signature: -- [Signature]

Date: 04/19/2021

A copy of Customer's (or Authorized Representative's, as applicable) Driver's License must be obtained, scanned, and uploaded to the Program Website.

Nicholas Borges - RE: Tesla Model Y

From: Eric Tang <ETang@fremont.gov>
To: Nicholas Borges <NBorges@ci.seaside.ca.us>, Deirdre Rockefeller-Ramsey <...>
Date: 4/22/2021 4:01 PM
Subject: RE: Tesla Model Y

Hi Nick,

I would definitely do the armor first. AddArmor said that they would sell their product to agencies and that your own auto shops (or vehicle builder) could do the install. Pete Blaber is the owner of AddArmor (peteb@addarmor.com). They used our vehicle for the template so there's no need to send it to them.

Our vehicle is almost done at Setina. But once they finish, they'll have their equipment available for purchase so you wouldn't have to send your car to Washington.

We're using Priority 1 to do all of the installs. They're located in Belmont, CA. Marc Farber is the owner of the company (marc@priority1pse.com) and can give you all the details of the install. They were able to fabricate an overhead lightbar mount. We wrapped the glass (interior black to prevent backlighting and exterior white for a full black/white patrol vehicle).

Setina advised that they anticipate sending the vehicle back to Priority 1 by the end of next week. At that point, Priority 1 will need to hook up the actual electronics. Only the wiring/cablings is currently ran through the vehicle. I'm hoping we have the vehicle in-service in the next 2 months.

Let me know if you need anything else. I'll let you know when the vehicle is close to getting done.

Eric

Eric Tang
 POLICE LIEUTENANT-SPECIAL OPERATIONS DIVISION

City of Fremont | Police Department
 2000 Stevenson Blvd., Fremont, CA 94538
 (510) 790-6900 | ETang@fremont.gov



From: Nicholas Borges <NBorges@ci.seaside.ca.us>
Sent: Thursday, April 22, 2021 2:17 PM
To: Deirdre Rockefeller-Ramsey <DRamsey@fremont.gov>; Eric Tang <ETang@fremont.gov>
Subject: RE: Tesla Model Y

Hi all!

I am taking over getting our Tesla Y's outfitted for patrol. Any information on the locations you all are using would be great! It sounds from the email chain that AddArmor is a must first and then Setina for majority of work. Any info would be awesome! Thank you.

What we found most efficient is the following:

- Ballistic panels in the doors first. We sent our Model Y to AddArmor in Ontario, CA to have the panels custom fit. They can likely sell the panels now and ship it to you for your own shop to do the install.
- Since Setina is fabricating the prisoner partition/prisoner seat, we did electrical first (without connecting the actual hardware) and then sent the vehicle to Setina so they could do their molds off of our vehicle. Setina will mount all the equipment and then send the vehicle back to us. I just talked with them and they will give me a better update tomorrow
- Once we receive the vehicle back from Setina, Priority 1 will connect the hardware (MDT's, lighthead, radios, siren/controller, etc.) and then we'll be done.

If you're going to wait for Setina to finish the parts to make them available to everyone, then I would just build the vehicle similar to any other patrol vehicle with electrical first and then hard equipment afterwards. We like doing ballistic panels first so that cabling is forced to work around the panel. Otherwise, cabling could get pulled/stretched if you do that first and then try and fit ballistic panels afterwards.

Priority 1 was able to design a mount so we can have an overhead Whelen lightbar. They also fabricated a mount for Whelen Aegis spotlights.

If you're interested, I can put you in contact with Priority 1 and AddArmor?

Eric

Eric Tang
POLICE LIEUTENANT-SPECIAL OPERATIONS DIVISION

City of Fremont | Police Department
2000 Stevenson Blvd., Fremont, CA 94538
(510) 790-6900 | ETang@fremont.gov



From: Deirdre Rockefeller-Ramsey <DRamsey@fremont.gov>

Sent: Tuesday, March 30, 2021 3:17 PM

To: Judy Veloz <JVeloz@ci.seaside.ca.us>

Cc: Eric Tang <ETang@fremont.gov>

Subject: RE: Tesla Model Y

Hi Judy!

Hope all is well. I'm going to cc Lt. Eric Tang on this so he can provide you with more details on what exactly we are doing with ours.

Thanks,
Deirdre



Looking forward to working together!

1. Prisoner cage & seat mold

Tesla does not produce police modification equipment internally, but we have worked with many third parties regarding the post-delivery outfit.

2. What companies are available to do Tesla upfits?

Here are some of the companies that have worked on Tesla vehicles –

- **LEHR** – Auto lighting for exterior
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://lehrauto.com>
- **SETINA** – Partitions, mounting, plastic seating interior
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://setina.com/>
- **ARMORMAX** – Reinforcing doors / bulletproof protection
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://www.armormax.com/>
- **Fleet Auto Supply, LLC**
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://www.facebook.com/fleetautosupplyct/>
- **Whelen Engineering**
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://www.whelen.com/index.php>
- **ECCO Safety Group**
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://www.eccosafetygroup.com/>
- **Code 3**
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <https://www.code3esg.com/us/en>
- **Cincinnati Safety Upfitters**
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be <http://www.cincinnati-safety.com/>

Please let me know what further information I can send over. If you have a preferred outfitter, we can get them under NDA and share any necessary technical information.

Thank you,

Sloan Cinelli

Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Wednesday, August 26, 2020 9:55 AM
To: Sloan Cinelli <scinelli@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Great! Mainly I have three questions:

1. Is a "caged apparatus" available for prisoner transport so there are bars separating the back seat area from the front?
2. Are hard molded plastic back seats available?
3. What companies are available to do Tesla upfits?

Judy Veloz
Deputy Chief
Seaside Police Department
(831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 8/26/2020 9:32 AM >>>
Hi Judy,

Our team is happy to support! Can you please relay your questions via email so that I can forward to the proper teams?

I know Setina is currently in the process of our fitting a Model Y, along with some other, smaller agencies.

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Wednesday, August 26, 2020 9:26 AM
To: Sloan Cinelli <scinelli@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Good Morning! Sloan is there a person I can talk to regarding some questions I have concerning upfitting a

International Armoring Corporation
181 South 600 West
Building 3A Bay 5
Ogden, UT 84404 US
(801) 393-1075
www.armormax.com



INTERNATIONAL
ARMORING
CORPORATION

INVOICE

BILL TO

City of Fremont
Accounts Payable
PO Box 5006
Fremont, CA 94537

SHIP TO

City of Fremont
Police Department
2000 Stevenson Blvd
Fremont, CA 94538

INVOICE # 1810085292**DATE 10/08/2018****DUE DATE 10/08/2018****REF. NUM:**

PO# 20190863-00

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Tesla Model S Removable Armormax B6+ Door Insert	2	1,486.00	2,972.00
Sales Tax	1	274.91	274.91
Total Freight	1	1,200.00	1,200.00

PO #20190863-00
Requisition # 19001089

BALANCE DUE**\$4,446.91**

Please Make payment via wire transfer to:
Beneficiary: International Armoring Corporation
Account No: 523100311
Bank: Zions Bank
2302 Washington Blvd.
Ogden, Utah 84401
ABA #:124000054
SWIFT Code: ZFNBUS55

APPROVED
BY [Signature]
ACCOUNT 001 211407301
DATE 10-11-18
PURCHASE ORDER # 20190863

Who says you can't buy peace of mind?

Thank you for your business!

model Y with some police equipment they vehicles would need for patrol purposes. Our regular upfitters cannot add some of the custom equipment we would need to Tesla vehicles. I'm wondering if anyone at Tesla has suggestions.

Judy Veloz
Deputy Chief
Seaside Police Department
(831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 8/25/2020 5:29 PM >>>
Hi Judy,

When are you best available to get behind the wheel? We would love to support an extended loan of both the Model X and Model Y.

Let us know your availability and we will add you to the schedule.

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Sloan Cinelli
Sent: Tuesday, August 18, 2020 10:03 AM
To: Judy Veloz <JVeloz@ci.seaside.ca.us>
Cc: Wyatt Rocheleau <wrocheleau@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Judy,

Sounds great – he will reach out accordingly.

We look forward to working together!

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Tuesday, August 18, 2020 9:46 AM
To: Sloan Cinelli <scinelli@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Sloan.

Please have Wyatt reach out to me at his convenience to set up the demo.
 The best number to reach me at for the next few days will be 831-224-5839.

Thank you!

Judy Veloz
 Deputy Chief
 Seaside Police Department
 (831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 8/18/2020 9:33 AM >>>
 +Wyatt to set up demo with the Department.

Sloan Cinelli
 Business Operations Associate, Enterprise
 45500 Fremont Blvd, Fremont, CA 94538
 E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Abdul Pridgen <APridgen@ci.seaside.ca.us>
Sent: Thursday, August 13, 2020 2:56 PM
To: Sean M Roper <Sean.M.Roper@efleets.com>; Sloan Cinelli <scinelli@tesla.com>
Cc: Ally Leighton <aleighton@tesla.com>; Judy Veloz <JVeloz@ci.seaside.ca.us>; Nixon Macapagal <nmacapagal@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Thank you for the introduction, Sean!

Sloan,

Great to meet you!

I've copied Deputy Chief Veloz, our Patrol Deputy Chief, and she can work with you on the best times to have the vehicles available for officers to demo.

Thank you!

Embracing life,
Abdul

Abdul D. Pridgen
Chief of Police
Seaside Police Department
(831) 899-6758
apridgen@ci.seaside.ca.us



>>> Sloan Cinelli <scinelli@tesla.com> 8/13/2020 11:07 AM >>>
Thank you, Sean!

Hi Chief Pridgen,

Happy to get connected – thank you for your interest in Tesla!

Copied here is our local Tesla Advisor, Wyatt, who will perform a demo of the Model Y and Model X in Seaside or Monterey when you are best available! Please find specifications of both vehicles below –

MODEL Y

Shoulder Room	Front	56.4 in	1,432 mm
	Rear	54 in	1,373 mm
Hip Room	Front	53.8 in	1,367 mm
	Rear	50.6 in	1,286 mm

Cargo Volume

Total enclosed cargo volume	68 cu ft
-----------------------------	----------

MODEL X

Leg Room	Front	41.2 in	1046 mm
	Rear	38.4 in	975 mm
	Third	32.7 in	831 mm
Shoulder Room	Front	60.7 in	1542 mm
	Rear	56.8 in	1442 mm
	Third	40 in	1016 mm
Hip Room	Front	55.6 in	1412 mm
	Rear	59 in	1498 mm
	Third	38.5 in	978 mm

Thank you,

Sloan Cinelli

Business Operations Associate, Enterprise
 45500 Fremont Blvd, Fremont, CA 94538
 E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Roper, Sean M <Sean.M.Roper@efleets.com>
Sent: Thursday, August 13, 2020 11:00 AM
To: Sloan Cinelli <scinelli@tesla.com>
Cc: Nixon Macapagal <nmacapagal@tesla.com>; Ally Leighton <aleighton@tesla.com>; Abdul Pridgen <APridgen@ci.seaside.ca.us>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Sloan,

I have copied Chief Abdul Pridgen here. He can help you and Advisor contact in Seaside set up Demo times.
 Thank you for your help,
 Sean

Sean M Roper
 Account Executive
 Enterprise Fleet Management
 (650) 685-6011 Direct
Sean.M.Roper@efleets.com

From: Sloan Cinelli [<mailto:scinelli@tesla.com>]
Sent: Thursday, August 13, 2020 10:49 AM
To: Roper, Sean M <Sean.M.Roper@efleets.com>
Cc: Nixon Macapagal <nmacapagal@tesla.com>; Ally Leighton <aleighton@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Sean,

Definitely – we have an Advisor in Monterey that can perform a demo of both vehicles.

Do you know of the Police Chief's availability? Happy to speak with him directly as well if you forward contact info.

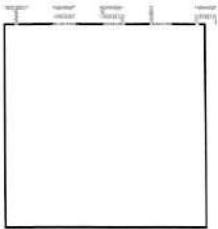
Thank you,

Sloan Cinelli

Business Operations Associate, Enterprise

45500 Fremont Blvd, Fremont, CA 94538

E. scinelli@tesla.com T. (510) 602-6132



CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.

Judy Veloz - RE: Enterprise Fleet, City of Seaside Police Department

From: Jason Della Santa <jdellasanta@tesla.com>
To: Sloan Cinelli <scinelli@tesla.com>, Judy Veloz <JVeloz@ci.seaside.ca.us>
Date: 4/9/2021 12:24 PM
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Judy,

We are almost there! We have the vehicles washed and ready to send to you today. Where would you like us to deliver these? We can send them directly to the Station on Harcourt Avenue with all necessary documents inside the vehicle. We would only need you log into the Tesla Account associated with the vehicles in order to E-Sign the necessary agreements. Please let me know and we will send the cars to you!

From: Sloan Cinelli <scinelli@tesla.com>
Sent: Friday, April 9, 2021 7:59 AM
To: Judy Veloz <JVeloz@ci.seaside.ca.us>; Jason Della Santa <jdellasanta@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department



Hello Chief Veloz,

Please find MVPAs attached for RN114486028 and RN114487606 – vehicles are ready on-site! Invoices are attached as well.

Please let us know when you would like our team to drop the cars. @Jason will be able to coordinate!

We will need an image of the Driver's License for whoever will be signing the CA Clean Fuels Reward document.

Order	VIN	Cost
RN114486028	5YJYGDEE8MF160953	\$56,619.33
RN114487606	5YJYGDEE7MF162094	\$56,619.33

Remaining Amount Due**\$113,238.66****PAYMENT INSTRUCTIONS**

Please do not use any payment instructions from past Tesla orders. Please utilize fleet payment instructions attached.

Let me know how we can best support!

Thank you,
Sloan

Sloan Cinelli

Business Operations Associate, Enterprise

45500 Fremont Blvd, Fremont, CA 94538

E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>**Sent:** Thursday, April 1, 2021 10:46 AM**To:** Jason Della Santa <jdellasanta@tesla.com>; Sloan Cinelli <scinelli@tesla.com>**Subject:** RE: Enterprise Fleet, City of Seaside Police Department

Hi Sloan. We are not tax exempt so ne certificate. Here are the forms for the exempt plates.

Judy Veloz

Deputy Chief

Seaside Police Department

(831)-899-6863

jveloz@ci.seaside.ca.us>>> Sloan Cinelli <scinelli@tesla.com> 3/31/2021 8:01 AM >>>

Hi Judy,

Can you please complete the attached documents?

Apologies if you already answered this – is Seaside PD tax exempt?

If so, please forward exemption certificate.

Thank you,

Sloan Cinelli

Business Operations Associate, Enterprise

45500 Fremont Blvd, Fremont, CA 94538

E. scinelli@tesla.com

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>

Sent: Friday, March 12, 2021 9:41 AM

To: Jason Della Santa <jdellasanta@tesla.com>; Sloan Cinelli <scinelli@tesla.com>

Subject: RE: Enterprise Fleet, City of Seaside Police Department

Thank you. I apologize for the delay.

Judy Veloz

Deputy Chief

Seaside Police Department

(831)-899-6863

jveloz@ci.seaside.ca.us

>>> Jason Della Santa <jdellasanta@tesla.com> 3/11/2021 9:39 PM >>>

Judy,

Thank you for letting us know! We will release these vehicles while we wait for City Council to review the purchase. Please let me know once this has been approved so we can build two new vehicles for you. If there's anything else I may do for you, please feel free to reach out at any time.

Respectfully,



Jason Della Santa (he/him)

Customer Experience Manager

1901 Del Monte Blvd. Seaside, CA. 93955

E. jdellasanta@tesla.com T. 831.264.6896

T E S L A

The content of this message is the proprietary and confidential property of Tesla, Inc. and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited. Thank you.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Thursday, March 11, 2021 4:19 PM
To: Sloan Cinelli <scinelli@tesla.com>
Cc: Jason Della Santa <jdellasanta@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Sloan.

The reason I have been calling is to let you know we have to go back to Council and get approval for the tax, license and fees that we didn't include in the first online quote. The quote we presented wasn't accurate because we had not yet paid the 100.00 deposit. We couldn't pay the deposit without knowing if Council would approve the purchase. We understand your process now. It will be a few weeks before we can get it on the agenda. I'm sure it should pass but until then we can't go forward.

Feel free to call if you have any concerns,

Judy Veloz
Deputy Chief
Seaside Police Department
(831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 3/11/2021 3:39 PM >>>
Hi Judy,

Can you please complete, sign, and return both of these documents?

This will allow us to exempt the title and registration fees on the purchase agreements.

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Sloan Cinelli
Sent: Tuesday, March 9, 2021 2:51 PM
To: Judy Veloz <JVeloz@ci.seaside.ca.us>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Judy,

Pricing was recently decreased by \$1,000. Please see updated quote for one unit attached here.

I'm currently in a seminar but can call you at 4pm PT for any clarification!

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com



The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Tuesday, March 9, 2021 2:28 PM
To: Sloan Cinelli <scinelli@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Sloan! Are you able to give me a quick phone call at 831-899-6863. I have a question about our final quote.

Judy Veloz
Deputy Chief
Seaside Police Department
(831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 2/16/2021 4:03 PM >>>
Hi Deputy Chief,

Thank you for your time today! Please see configurations and pricing attached.

Total cost per vehicle after taxes and fees, after your order payment, will be \$58,369.83.

This incorporates title and registration fees – will Seaside PD have exempt plates? **[MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be https://secure.avrs.com/fillform/forms/reg5050.pdf](https://secure.avrs.com/fillform/forms/reg5050.pdf)**

Thank you,

Sloan Cinelli

Business Operations Associate, Enterprise

45500 Fremont Blvd, Fremont, CA 94538

E. scinelli@tesla.com

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Sloan Cinelli

Sent: Wednesday, February 10, 2021 4:24 PM

To: Judy Veloz <JVeloz@ci.seaside.ca.us>

Cc: Guillermo Ramirez-Lara <gramirezlara@tesla.com>

Subject: RE: Enterprise Fleet, City of Seaside Police Department



Hello Chief Veloz,

Congratulations on Seaside's Model Y orders! Below you will find the confirmation details for your submitted order. Looking forward to supporting your team.

Order Confirmation

Tesla Order Numbers **RN114486028**
 RN114487606

Delivery ETA About 4 weeks

Customer Pick-Up Location 1901 Del Monte Blvd,
 Tesla Address Seaside, CA 93955

Needed Items

- Please complete the attached document with title and registration information for the vehicles. This will ensure we complete paperwork and invoices correctly.

Next Steps

- On or around the delivery ETA listed above, we expect a VIN to match your Order
- After a VIN is matched to your order, we can work on generating your Buyers Order (our MVPA containing a Final Price Sheet) which will serve as your final invoice
- We will transport and inspect vehicles on-site, then confirm delivery with your end-user / driver

Please let me know if you have any other questions - more than happy to help. We are so excited to work with Seaside!

Best,
Sloan

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538

E. scinelli@tesla.com

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Sloan Cinelli
Sent: Thursday, October 22, 2020 4:53 PM
To: Judy Veloz <JVeloz@ci.seaside.ca.us>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Hi Judy,

Hope you are well! Please let me know if Tesla can provide any further information regarding our vehicle offerings or processes.

Please see attached for some exciting updates to 2021 Model Year builds.

Thank you,

Sloan Cinelli
Business Operations Associate, Enterprise
45500 Fremont Blvd, Fremont, CA 94538
E. scinelli@tesla.com T. (510) 602-6132

T E S L A

The content of this message is the proprietary and confidential property of Tesla Inc, and should be treated as such. If you are not the intended recipient and have received this message in error, please delete this message from your computer system and notify me immediately by reply e-mail. Any unauthorized use or distribution of the content of this message is prohibited.

From: Judy Veloz <JVeloz@ci.seaside.ca.us>
Sent: Thursday, August 27, 2020 3:07 PM
To: Sloan Cinelli <scinelli@tesla.com>
Subject: RE: Enterprise Fleet, City of Seaside Police Department

Great thank you!

Judy Veloz
Deputy Chief
Seaside Police Department
(831)-899-6863
jveloz@ci.seaside.ca.us

>>> Sloan Cinelli <scinelli@tesla.com> 8/27/2020 2:46 PM >>>
Hi Judy,

Teslas

1. I have already submitted the forms for the exempt license plates

2. Fremont Contacts:

Deirdre Rockefeller-Ramsey DRamsey@fremont.gov Business Manager

-for Upfits – Lt. Eric Tang (510) 790-6900 ETang@fremont.gov Special Operations Lieutenant

-Ballistic panels in the doors first. We sent our Model Y to AddArmor in Ontario, CA to have the panels custom fit. They can likely sell the panels now and ship it to you for your own shop to do the install.

-Since Setina is fabricating the prisoner partition/prisoner seat, we did electrical first (without connecting the actual hardware) and then sent the vehicle to Setina so they could do their molds off of our vehicle. Setina will mount all the equipment and then send the vehicle back to us. I just talked with them and they will give me a better update tomorrow

-Once we receive the vehicle back from Setina, Priority 1 will connect the hardware (MDT's, lighthead, radios, siren/controller, etc.) and then we'll be done.

If you're going to wait for Setina to finish the parts to make them available to everyone, then I would just build the vehicle similar to any other patrol vehicle with electrical first and then hard equipment afterwards. We like doing ballistic panels first so that cabling is forced to work around the panel. Otherwise, cabling could get pulled/stretched if you do that first and then try and fit ballistic panels afterwards.

Priority 1 was able to design a mount so we can have an overhead Whelen lightbar. They also fabricated a mount for Whelen Aegis spotlights.



Motor Vehicle Purchase Agreement

Vehicle Configuration

Customer Information	Description	Total in USD
SEASIDE POLICE DEPARTMENT	Long Range All-Wheel Drive	\$9,000.00
--	Dual Motor All-Wheel Drive	\$0.00
440 HARCOURT AVE	Five Seat Interior	\$0.00
SEASIDE, CA 93955	All Black Premium Interior	\$0.00
8996863	Solid Black Paint	\$1,000.00
jveloz@ci.seaside.ca.us	20" Induction Wheels	\$2,000.00
VIN 5YJYGDEE8MF160953	Autopilot	\$0.00
Reservation RN114486028	Model Y	\$39,990.00
	Premium Interior	\$0.00
	Supercharger Network Access + Pay-as-you-go	\$0.00
Order Fee Payment \$100.00	Subtotal	\$51,990.00
Transport Fee Payment \$0.00	Destination Fee	\$1,125.00
Order Deposit \$0.00	Documentation Fee	\$75.00
Accepted by Customer on 02/11/2021	Order Fee	\$100.00
Odometer 15	Transportation Fee (if applicable)	\$0.00
	Order Modification Fee (if applicable)	\$0.00
	Total	\$53,290.00

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.



Motor Vehicle Purchase Agreement Final Price Sheet

DATE OF AGREEMENT	04/11/2021
BUYER'S AND CO-BUYER'S NAME AND ADDRESS:	SELLER'S NAME AND ADDRESS:
SEASIDE POLICE DEPARTMENT -- 440 HARCOURT AVE SEASIDE, CA 93955	Tesla Motors Inc. 45500 Fremont Blvd. Fremont, CA 94538

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer
New	2021	TESLA	Model Y	UT	5YJYGDEE8MF160953	15

PURCHASE PRICE	
1. Total Vehicle Price	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ 53,290.00 (A)
B. Other: N/A	\$ 0.00 (B)
C. Other: N/A	\$ 0.00 (C)
Total Vehicle Price (A through C)	\$ 53,290.00 (1)
2. Sales Tax Calculation	
A. Trade-in tax credit (if applicable)	\$ 0.00 (A)
B. Taxable Fees (if applicable)	\$ 0.00 (B)
C. Subtotal of Taxable Items	\$ 53,290.00 (C)
D. Sales Tax	\$ 4,929.33 (2D)
E. Other: N/A	\$ 0.00 (2E)
Total Cash Price (1 plus 2D and 2E)	\$ 58,219.33 (2)
3. Amounts Paid to Government Agencies*	
A. Registration/Transfer/Titling Fees	\$ 268.00 (A)
B. License Fee (if applicable)	\$ 346.00 (B)
C. Tire Fee (if applicable)	\$ 7.00 (C)
D. Battery Fee (if applicable)	\$ 0.00 (D)
E. Other Fee(s): Electronic Filing Fee	\$ 30.00 (E)
F. Other Fee(s): N/A	\$ 0.00 (F)
G. Other Fee(s): N/A	\$ 0.00 (G)
Total Government Fees (A through G)	\$ 651.00 (3)
4. Subtotal (2 plus 3)	\$ 58,870.33 (4)
5. Total Credits	
A. Deposit	\$ 0.00 (A)
B. Order Fee Payment	\$ 100.00 (B)
C. Transport Fee Payment (if applicable)	\$ 0.00 (C)
D. Financed Amount:	\$ 0.00 (D)
E. EV Incentive (if applicable)	\$ 1,500.00 (E)
F. Trade in value applied to purchase (if applicable)	\$ 0.00 (F)
G. Customer downpayment	\$ 57,270.33 (G)
Total Credits (A through G)	\$ 58,870.33 (5)
6. Amount Due from Buyer (4 through 5)	\$ 0.00 (6)

*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:
 If checked, name of auto broker receiving fee: n/a



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Model S Plaid+ Order Process; Cancellation; Changes. After you submit your completed order, and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on your final configuration. Until you complete your Vehicle configuration, your order will be considered a pre-order and you may cancel it at any time, in which case you will receive a full refund of any paid Order Deposit. If you cancel your order or you breach this Agreement and we cancel your order after you complete your Vehicle configuration, you agree that the Order Deposit has been earned and that we may retain the Order Deposit as liquidated damages, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery



location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within three (3) months of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up or take delivery of your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the transport (*i.e.*, FOB shipping point). During such transit, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

If you choose to pick up or take delivery of your Vehicle in a state in which we are not licensed to sell the Vehicles, the Vehicle may be delivered or shipped to you from a state in which Tesla likewise does not have a license to sell the Vehicles. In such a case, you agree that the sale is transacted, and legal title to the Vehicle transfers to you, in the State of California, at the later of the time that (i) you make your final payment to Tesla in California or (ii) Tesla approves your purchase from a sales or delivery location in California (if applicable).

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive at no fault of Tesla's, you shall reimburse Tesla for the amount of the credit.

Premium Connectivity. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.



Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](http://www.tesla.com).

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

Default and Remedies. You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated



on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Model S Plaid+ Order Process; Cancellation; Changes. After you submit your completed order, and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on your final configuration. Until you complete your Vehicle configuration, your order will be considered a pre-order and you may cancel it at any time, in which case you will receive a full refund of any paid Order Deposit. If you cancel your order or you breach this Agreement and we cancel your order after you complete your Vehicle configuration, you agree that the Order Deposit has been earned and that we may retain the Order Deposit as liquidated damages, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.



Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within three (3) months of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up or take delivery of your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the transport (i.e., FOB shipping point). During such transit, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

If you choose to pick up or take delivery of your Vehicle in a state in which we are not licensed to sell the Vehicles, the Vehicle may be delivered or shipped to you from a state in which Tesla likewise does not have a license to sell the Vehicles. In such a case, you agree that the sale is transacted, and legal title to the Vehicle transfers to you, in the State of California, at the later of the time that (i) you make your final payment to Tesla in California or (ii) Tesla approves your purchase from a sales or delivery location in California (if applicable).

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive at no fault of Tesla's, you shall reimburse Tesla for the amount of the credit.

Premium Connectivity. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](http://www.tesla.com).

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.



Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

Default and Remedies. You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.



Payment Instructions

Electronic Check

The easiest way to pay for your Model Y is by electronic check, also known as ACH. Prior to delivery, you will be invited by email to make your payment on our website.

To make a payment now, please sign in to your My Tesla account at this web address:

<https://www.tesla.com/teslaaccount>

Mailed Check

If you are planning to mail a check for final payment, please send it to the following address:

Attn: Funding Team
45500 Fremont Blvd
Fremont, CA 94538

Wire Transfer

Please include your name and your order number (RN114486028) when paying by wire transfer.

Bank Name	Wells Fargo Bank, N.A.
Bank Address	420 Montgomery San Francisco, CA 94104
Account Name	Tesla Motors Inc.
Account #	<u>83231814114486028</u>
ABA/Routing #	121000248
Note	Your name, <u>RN114486028</u>



Motor Vehicle Purchase Agreement

Vehicle Configuration

Customer Information		Description	Total in USD
SEASIDE POLICE DEPARTMENT		Long Range All-Wheel Drive	\$9,000.00
- -		Dual Motor All-Wheel Drive	\$0.00
440 HARCOURT AVE		Five Seat Interior	\$0.00
SEASIDE, CA 93955		All Black Premium Interior	\$0.00
8996863		Solid Black Paint	\$1,000.00
jveloz@ci.seaside.ca.us		20" Induction Wheels	\$2,000.00
VIN 5YJYGDEE7MF162094		Autopilot	\$0.00
Reservation RN114487606		Model Y	\$39,990.00
		Premium Interior	\$0.00
		Supercharger Network Access + Pay-as-you-go	\$0.00
Order Fee Payment	\$100.00	Subtotal	\$51,990.00
Transport Fee Payment	\$0.00	Destination Fee	\$1,125.00
Order Deposit	\$0.00	Documentation Fee	\$75.00
Accepted by Customer on	02/11/2021	Order Fee	\$100.00
Odometer	15	Transportation Fee (if applicable)	\$0.00
		Order Modification Fee (if applicable)	\$0.00
		Total	\$53,290.00

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.



Motor Vehicle Purchase Agreement Final Price Sheet

DATE OF AGREEMENT	04/11/2021
BUYER'S AND CO-BUYER'S NAME AND ADDRESS:	SELLER'S NAME AND ADDRESS:
SEASIDE POLICE DEPARTMENT -- 440 HARCOURT AVE SEASIDE, CA 93955	Tesla Motors Inc. 45500 Fremont Blvd. Fremont, CA 94538

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer
New	2021	TESLA	Model Y	UT	5YJYGDEE7MF162094	15

PURCHASE PRICE	
1. Total Vehicle Price	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ 53,290.00 (A)
B. Other: N/A	\$ 0.00 (B)
C. Other: N/A	\$ 0.00 (C)
Total Vehicle Price (A through C)	\$ 53,290.00 (1)
2. Sales Tax Calculation	
A. Trade-in tax credit (if applicable)	\$ 0.00 (A)
B. Taxable Fees (if applicable)	\$ 0.00 (B)
C. Subtotal of Taxable Items	\$ 53,290.00 (C)
D. Sales Tax	\$ 4,929.33 (2D)
E. Other: N/A	\$ 0.00 (2E)
Total Cash Price (1 plus 2D and 2E)	\$ 58,219.33 (2)
3. Amounts Paid to Government Agencies*	
A. Registration/Transfer/Titling Fees	\$ 268.00 (A)
B. License Fee (if applicable)	\$ 346.00 (B)
C. Tire Fee (if applicable)	\$ 7.00 (C)
D. Battery Fee (if applicable)	\$ 0.00 (D)
E. Other Fee(s): Electronic Filing Fee	\$ 30.00 (E)
F. Other Fee(s): N/A	\$ 0.00 (F)
G. Other Fee(s): N/A	\$ 0.00 (G)
Total Government Fees (A through G)	\$ 651.00 (3)
4. Subtotal (2 plus 3)	\$ 58,870.33 (4)
5. Total Credits	
A. Deposit	\$ 0.00 (A)
B. Order Fee Payment	\$ 100.00 (B)
C. Transport Fee Payment (if applicable)	\$ 0.00 (C)
D. Financed Amount:	\$ 0.00 (D)
E. EV Incentive (if applicable)	\$ 1,500.00 (E)
F. Trade in value applied to purchase (if applicable)	\$ 0.00 (F)
G. Customer downpayment	\$ 57,270.33 (G)
Total Credits (A through G)	\$ 58,870.33 (5)
6. Amount Due from Buyer (4 through 5)	\$ 0.00 (6)

*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:
 If checked, name of auto broker receiving fee: n/a



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Model S Plaid+ Order Process; Cancellation; Changes. After you submit your completed order, and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on your final configuration. Until you complete your Vehicle configuration, your order will be considered a pre-order and you may cancel it at any time, in which case you will receive a full refund of any paid Order Deposit. If you cancel your order or you breach this Agreement and we cancel your order after you complete your Vehicle configuration, you agree that the Order Deposit has been earned and that we may retain the Order Deposit as liquidated damages, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery



location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within three (3) months of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up or take delivery of your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the transport (*i.e.*, FOB shipping point). During such transit, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

If you choose to pick up or take delivery of your Vehicle in a state in which we are not licensed to sell the Vehicles, the Vehicle may be delivered or shipped to you from a state in which Tesla likewise does not have a license to sell the Vehicles. In such a case, you agree that the sale is transacted, and legal title to the Vehicle transfers to you, in the State of California, at the later of the time that (i) you make your final payment to Tesla in California or (ii) Tesla approves your purchase from a sales or delivery location in California (if applicable).

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive at no fault of Tesla's, you shall reimburse Tesla for the amount of the credit.

Premium Connectivity. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.



Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](http://www.tesla.com).

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

Default and Remedies. You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated



on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.



Motor Vehicle Order Agreement

Vehicle Configuration

Customer	Description	Price (USD)
City of Seaside Seaside Police Department	Long Range All-Wheel Drive	\$49,990
(899) 686-3 jveloz@ci.seaside.ca.us	Solid Black Paint	\$1,000
Order Number RN114487606	20" Induction Wheels	\$2,000
Order Fee \$100	All Black Premium Interior	Included
Order placed with electronically accepted terms 02/10/2021	Five Seat Interior	Included
	Autopilot	Included
	Subtotal	\$52,990
	Destination and Documentation Fee	\$1,200
	Order Fee	\$100
	Total	\$54,290

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Model S Plaid+ Order Process; Cancellation; Changes. After you submit your completed order, and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on your final configuration. Until you complete your Vehicle configuration, your order will be considered a pre-order and you may cancel it at any time, in which case you will receive a full refund of any paid Order Deposit. If you cancel your order or you breach this Agreement and we cancel your order after you complete your Vehicle configuration, you agree that the Order Deposit has been earned and that we may retain the Order Deposit as liquidated damages, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.



Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within three (3) months of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up or take delivery of your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the transport (i.e., FOB shipping point). During such transit, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

If you choose to pick up or take delivery of your Vehicle in a state in which we are not licensed to sell the Vehicles, the Vehicle may be delivered or shipped to you from a state in which Tesla likewise does not have a license to sell the Vehicles. In such a case, you agree that the sale is transacted, and legal title to the Vehicle transfers to you, in the State of California, at the later of the time that (i) you make your final payment to Tesla in California or (ii) Tesla approves your purchase from a sales or delivery location in California (if applicable).

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive at no fault of Tesla's, you shall reimburse Tesla for the amount of the credit.

Premium Connectivity. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](http://www.tesla.com).

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.



Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

Default and Remedies. You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.



Tesla, Inc
 1901 Del Monte Blvd
 Seaside, CA, US 93955
 Ph.: 831-264-6896

Invoice

SERVICE DEPARTMENT HOURS

Mon-Fri 8:00 a.m. - 5:00 p.m
 Saturday-Sunday Sat-Sun: Closed

B.A.R.# ARD00281248
 E.P.A.ID# CAL000409628

Invoice date	Invoice number
21-Apr-2021	3000S0002314284
Date/Time Received	Date/Time Promised
21-Apr-2021 11:18:48	
Odometer In	Odometer Out
5 Miles	Miles
Ready Date	
Service Advisor	
Fernando Mena	

Paid

COPY

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
City of Seaside Seaside Police Department 440 HARCOURT AVE SEASIDE, CA 93955 nborges@ci.seaside.ca.us	+18996863		5YJYGDEE8MF160953
	Year	Model	License Plate Number
	2021	MODEL Y	
			Colour
			Solid Black

Job Number	Description Of Work	Amount (USD) (USD)						
1	<p>Concern: Check tire pressure and condition</p> <p>Tire Pressures set to Factory Recommendations. Inspected tire tread depth. Verified Proper Operation. Tread Depth Measure Type 32nds Tread depth Front Driver Outer: 9 Front Driver Middle: 9 Front Driver Inner: 9 Front Passenger Outer: 9 Front Passenger Middle: 9 Front Passenger Inner: 9 Back Driver Outer: 9 Back Driver Middle: 9 Back Driver Inner: 9 Back Passenger Outer: 9 Back Passenger Middle: 9 Back Passenger Inner: 9 Tire replacement recommended No Tire rotation recommended No</p> <p>Correction: Check and Adjust Tire Pressure</p> <p>Correction: Check Tire Tread Depth</p> <p style="text-align: right;">Pay Type: Goodwill - Service</p>	0.00						
2	<p>Concern: Client wishes to purchase two high powered wall chargers over the counter.</p> <p>Client purchased two high powered wall chargers over the counter.</p> <p>Correction: NO LABOR PERFORMED</p>	1,000.00						
	<table> <tr> <td>Price</td> <td>Adjustment</td> <td>Subtotal</td> </tr> <tr> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> </table>	Price	Adjustment	Subtotal	0.00	0.00	0.00	
Price	Adjustment	Subtotal						
0.00	0.00	0.00						

paid on Gina's cal card

Parts Replaced or Added						
Part	Quantity	Unit Price	Price	Adjustment	Subtotal	
HPWC GEN III NA, 1P, 48A, 18FT(1457768-01-G)	2.00	500.00	1,000.00	0.00	1,000.00	
Parts Subtotal					1,000.00	
Pay Type: Customer Pay						
Total Parts Amount 1000.00						
Total Labor Amount 0.00						

Service Center hourly rate: USD 195

All parts are new unless otherwise specified.

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Total Parts (USD)	1,000.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	1,000.00
Tax	92.50
Total Amount (USD)	1,092.50
Total Paid (USD)	1092.5
Payment Due (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade-in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature:

Date:

Warning: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

FullName:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

You further agree and acknowledge that:

- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
- Tesla personnel will turn off any photo or video capturing devices, such as dashboard cameras, once they receive the vehicle in preparation for service and your vehicle's Tesla dash cam will be enabled when you pick up your Tesla from this Service visit;
- Labor charges are not based solely on actual service personnel's time but are aggregate prices for specific services or repairs, which may include flat rates based on industry manuals and vehicle condition;
- Waste storage and disposal fees are charged separately when applicable to specific services or repairs, and represent costs and profits to Tesla which are calculated based on average annualized costs across Tesla service facilities;
- Items purchased over the counter or online directly from Tesla may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied);
- Tesla-branded parts purchased directly from Tesla over-the-counter, online or purchased and installed by Tesla Service are covered under the Tesla Parts, Body, and Paint Repair Limited Warranty for a period of 12 months subject to the applicable terms, conditions and exclusions and available at <https://www.tesla.com/support/vehicle-warranty>;
- All charges for repairs, including labor, parts and materials furnished, are due and payable simultaneously with the return of your vehicle or prior to return upon the expiration of three (3) working days after notice has been sent by Tesla that the vehicle is ready;
- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
- The repair work may not be completed prior to the date and time noted under Date/Time Promised and Tesla may adjust the estimated completion date upon notification to you and is not responsible for any delays caused by the unavailability of parts or parts shipments; and
- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.