



Indian Wells Valley Groundwater Authority's Water Conservation Rebate Program Terms and Conditions Form



WaterWise
Consulting, Inc.

Participant named below is interested in reducing water consumption on the property located at the address below (Property), and hereby requests the assistance of the Indian Wells Valley Groundwater Authority, (IWVGA) by participating in the Water Conservation Rebate Program (Program). It is the customer's option to participate in the Program. The Program currently provides rebates for high efficiency toilets, clothes washers, dishwashers, urinals, recirculating pumps and evaporative coolers. Rebates are only available to participants that are located in severely disadvantaged communities. Newly constructed sites/ new construction will not qualify for this program. The participant is required to keep the installed device(s) for a minimum of 5 years. Failure to meet this condition may require participant to refund all or a portion of the incentive.

In order to participate in the Program, participants must submit an original rebate application before purchasing any device in order to secure their rebate. This application includes information on currently installed device(s), new device(s) selected (make and model), and quantity of devices. Along with this information the participant must also submit a picture of currently installed device(s). After the materials are submitted participants will be given a notice to proceed and have 45 days to purchase and install the device(s). After the device(s) is installed, the participant must submit a picture along with a copy of the purchase receipt in order to finalize the rebate. All rebates are subject to an in person inspection for verification of actual installation.

Participant hereby agrees to release, defend, indemnify, protect, and hold harmless IWVGA and WaterWise, and their respective board members, directors, officers and employees, collectively, (the "Indemnatee") from, and against, any and all claims asserted or liability established for damages or injuries to any person or property arising out of or resulting from the acts or omissions of the Indemnatee, or the condition of the Property; provided, however, that the customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the Indemnatee in performing the work. Participant waives and releases the IWVGA and WaterWise from any and all claims and causes of action arising out of the installation or use of the devices and materials purchased in connection with this Program. Any claims by Participants based upon any defect or performance failure by a device or materials should be pursued with the manufacturer/distributor or installation contractor.

Participant certifies that he/she is the water service account holder of record and grants permission to the IWVGA to obtain and share water service usage records, from three years prior to the Project to ten years after Project implementation for Project research and promotional purposes. **APPLICANTS PLEASE NOTE:** By applying for an incentive in this program, information listed on your application may be subject to public disclosure pursuant to the California Public Records Act.

Participant hereby grants the IWVGA all rights necessary to publish, disseminate, and promote the Program using Project-specific pictures, video, cost and water use data, and other information. Participant agrees that the IWVGA may use the Project address or photos/images of the Project in Program-related advertising, publicity, and promotion through various media (videos, print, web, and other) in perpetuity. **APPLICANTS PLEASE NOTE:** By applying for an incentive in this program, information listed on your application may be subject to public disclosure pursuant to the California Public Records Act.

Participant recognizes that participation in the Program is voluntary and does not constitute any representation or promise of any cost savings or results of any nature whatsoever and the customer hereby fully releases the Indemnatee from any and all claims or liability in connection with the Program or the acts of the Indemnatee relating to the Program. Any rebates totaling over \$600 will receive a 1099 form in compliance with Internal Revenue Service Requirements.

Customer Name

Date

Customer Signature

Property Address

Contractor Name (if applicable)

Date

Contractor Signature