

**RESIDENTIAL SPRAY NOZZLE CONVERSION REBATE
TERMS AND CONDITIONS**

ELIGIBILITY

All Residential Nozzle Rebate Projects (Projects) must be pre-approved before work begins. **No retroactive rebates will be approved.** Eligible Projects will be funded on a first-come, first-serve basis. There is no guarantee that funds will be available for an entire program year (July 1 through June 30).

Eligibility criteria

1. Participant must be a CVWD customer. Only domestic water customers are eligible for this program. Private pumpers, recycled water and canal users are not eligible. Customers residing within CVWD's service area who do not have a CVWD account are not eligible for CVWD programs.
2. Applicant must be the owner of the property site, or be a designated representative with photo ID and written authorization to represent the property owner.
3. Customer must have a fully functioning irrigation system.
4. Customer's account must be in good standing.

CONDITIONS

1. Applicant must:
 - Complete and sign a nozzle rebate application.
 - Complete and sign an Internal Revenue Service (IRS) Form W-9. The federal tax code treats landscape rebates as taxable income.
2. Agree to schedule, and allow CVWD representative(s) onto the property for Pre-Site and Final Inspections.
3. Receive written approval before starting your Project. Notification will be sent to the email address on the application or by USPS if none was provided. No retroactive rebates will be approved.
4. Receiving pre-approval is solely an estimate and does not guarantee a rebate. Rebate amounts are subject to change upon verification of the final inspection.
5. Only rotary nozzles from the approved manufacturer's list (Hunter, K-Rain, Rain Bird and Toro) are eligible for a rebate.
6. Customer must keep their retail receipts and provide a copy to CVWD for the new nozzles purchased and installed prior to the final inspection.
7. Customer must complete Project within 90 days after written approval is given.
8. If customer fails the Final Inspection, CVWD will attempt to allow the customer to make changes to the Project to comply with the program and be eligible for the rebate. CVWD will conduct one additional final inspection within 30 days of the failed inspection. CVWD will not provide more than two inspections for failure to follow program guidelines.
9. After the Project is completed, approved and verified, a rebate check will be mailed to the property owner's billing or mailing address associated with the customer account within 90 days.

RELEASE OF CLAIMS AND INDEMNIFICATION

By applying for or participating in any component of CVWD's Programs, personal information listed on your application may be subject to disclosure to any member of the public who requests it pursuant to the California Public Records Act.

Neither CVWD, its contractors or agents, makes any representation or warranty regarding the contracted services or products that you may select for your Project(s) under the program. Removal of turf, overhead spray irrigation, adjustable bubblers or emitters and traditional spray nozzles and the installation of water efficient devices and plants does not guarantee reduced water use. Any and all claims or causes of action you may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to you for your project may only be pursued with the contractor you hired or the appropriate manufacturer/distributor.

By participating in the program and accepting the rebates provided, you thereby release CVWD, its contractors and agents, from any and all claims and causes of action that may arise out of your removal of turf from your property and/or the purchase, installation, and/or use of water efficient devices and plants in connection with the Residential Nozzle Rebate Program.

CVWD and its representative will take photos of project areas being renovated through the Program and may use pre and post conversion photos for reproduction or promotional purposes. Identification location features, such as address numbers, will not be included in any promotional materials.

CVWD is responsible for operating and enforcing the Terms and Conditions of the Residential Nozzle Rebate Program. As the program participant, you are responsible for ensuring that your Project complies with all applicable Federal, State and local laws, CVWD rules and regulations, as well as applicable CC&Rs, and/or HOA restrictions. Quality of work and appearance of the converted area are the responsibility of the participant.

Further, you agree to indemnify, defend, and hold harmless the CVWD, its directors, officers, employees, contractors, and agents, from all liability and claims of any kind arising out of, or related to, removal of turf, overhead spray irrigation, adjustable bubblers or emitters and traditional spray nozzles and purchase, installation, and use of water efficient devices in connection with this Program.