

Commercial, Industrial and Institutional Irrigation Upgrade Rebate

Terms & Conditions

I understand that, as a Participant I am eligible to receive funds not exceeding \$50,000 for materials used to convert to drip irrigation and adding an EPA WaterSense Labeled Smart Irrigation Controller(s) after my enrollment in the Program.

The rebate amounts are as follows: Up to \$50,000 for materials used to upgrade my current irrigation system to drip irrigation, which includes up to \$700 for installing each WaterSense Labelled Smart Irrigation Controller (\$20/irrigation station or \$400 min). Irrigation upgrades include conversion of sprinkler nozzles and heads to high efficiency sprinkler nozzles (using 0.85 inches per hour or less), and conversion to drip irrigation. *Parkways of 8ft. or less must be converted to drip irrigation to qualify for the rebate*.

Applicable Conditions:

- 1. I understand that (1) this is a limited, first-come, first-served program, (2) rebates are only given for projects which have applications that are approved, (3) the City can deny any application that does not meet program requirements (which may change without notification), and (4) rebates are not applicable to, and will not be provided for, any work or conversion performed <u>prior</u> to my enrollment in the rebate program.
- 2. I am responsible for completing the retrofit project within 120 days of receiving approval to proceed from the City's Water Conservation Staff. I may install it myself or hire a contractor to do the work. In either case, the City is not responsible or liable for any damage to my lawn or property in any way connected to the retrofit project.
- 3. I understand that if my project will take longer than 120 days, I must submit a request for extension via mail or email as early as possible. If I do not submit my project receipts by the end of 120 days or the end of my approved extension, I will be found ineligible and will not be able to receive my Irrigation Upgrade Rebate.
- 4. I understand that if I am asked for supplemental documents to my application, I must supply them within two weeks from the time I am asked for them from program staff. If I fail to return them within this timeframe, my application will be withdrawn and must wait one month before reapplying.
- 5. I shall submit my itemized receipts to City's Water Conservation Staff upon completion of the retrofit project. I am subject to a post-completion inspection appointment where Water Conservation Staff may: measure landscape area, take photographs, check/evaluate my irrigation system for volumetric flow, and verify upgrade installation. Reimbursement shall only be available for a completed project approved by the City.
- 6. I understand that I am responsible for ensuring that my retrofit project follows the program guidelines. I understand that the proper installation of the irrigation upgrade is solely my responsibility and may not result in lower water bills.
- 7. Upon completion of my project, I will provide a total cost of the project and copies of all receipts and invoices associated with the project. These receipts will be itemized, showing quantity and price

- for each item purchased. If a contractor is used, the receipts will have labor separated and be easily distinguishable from the materials and will show that it is paid.
- 8. I will allow the City to conduct site visits to my property within five years of the date of this Agreement for the purpose of collecting data and photographs of the project site. The City will contact me in advance to arrange times for these visits.
- 9. I am responsible for complying with all applicable laws, regulations, ordinances, or other legal requirements, and nothing in this Agreement shall excuse or modify any such requirements.
- 10. I, the Participant, agree to defend, indemnify, protect and hold the City of Sacramento and its agents, officers, and employees harmless from and against any and all claims or liability for injuries or damages to any person or property to the extent arising from my acts or omissions, or the acts or omissions of my contractor or anyone acting on my or my contractor's behalf, or from conditions on my property.
- 11. I understand that the irrigation upgrade must remain in place for a minimum of five years after installation. If, prior to the expiration of the five years, I decide to replace the irrigation upgrade with a standard overhead spray system, I will repay the City the funds I received under this Agreement. This Agreement shall remain in effect until the five years have expired.
- 12. I understand that the City of Sacramento is required to send IRS form 1099 to me and the IRS when rebates total \$600 or more.