

Landscape Design Assistance Program
Terms and Conditions

I understand that I am eligible to consult with a City-approved Landscape Designer listed on the City of Sacramento Water Conservation website and to receive a Landscape Design Assistance rebate of \$150 for up to 2 hours of landscape design consultation. To be eligible, an individual must:

- Have an active City of Sacramento service account.
- Be a City of Sacramento single family/duplex customer.
- Be a current participant of the River Friendly Landscape (RFL) rebate program.

I understand that I must pay the Landscape Designer the \$150 fee at the time of my two-hour landscape design consultation. Reimbursement will be provided by the City after the lawn conversion project (“Project”) is successfully completed.

Applicable Conditions:

1. I understand that: (1) this is a limited, first-come, first-served program, (2) the City can deny any rebate or application that does not meet program requirements (which may change without notification).
2. Rebate programs are subject to availability of funds. The City of Sacramento expressly reserves the right to modify, amend or terminate the program in whole or in part, at any time and for any reason without prior notice.
3. I am responsible for completing the Landscape Design Assistance Program Application and submitting the receipt from the Landscape Designer after receiving the letter of approval from the Water Conservation staff.
4. I understand that the City will not reimburse the fee if I do not complete my Project and for any additional design services outside of the two-hour consultation contracted between me and the Designer.
5. I understand that I am eligible to participate in the program one time per property.
6. I am responsible for completing the Project within 120 days of receiving approval to proceed from the City’s Water Conservation Staff. I may complete the Project 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 Project.
7. 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 Landscape Design Assistance Rebate.
8. 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 City staff. If I fail to return them within this timeframe, my application will be withdrawn, and I must wait one month before reapplying.
9. I agree to a post-completion inspection by the Water Conservation Staff to verify Project completion.

10. Reimbursement shall only be available for a completed Project approved by the City.
11. 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.
12. 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.
13. 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.
14. I understand that the Project 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 or convert back to turf, I will repay the City the funds I received under this Agreement.
15. This Agreement shall remain in effect until the five years have expired.