

## **Commercial, Institutional and Institutional River Friendly Landscape Rebate**

### **Terms & Conditions**

I understand that, as a Participant, I am eligible to receive \$1 per square foot reimbursement from the City of Sacramento (City) in an amount not to exceed \$50,000 for the equivalent of up to 50,000 square feet for my landscape retrofit project, and that the amount I receive is correlated to the amount of turf that I replace after enrollment in the Program.

I understand that if we irrigate our landscape with an automated irrigation system, it must be high efficiency irrigation as outlined in the Irrigation Rebate, and have an EPA WaterSense Labeled Smart Irrigation Controller installed and functioning. I understand funding to aid in upgrading my irrigation system is incorporated within the \$1/square foot incentive.

I understand each converted area must include non-invasive River Friendly plants, such as drought tolerant groundcovers, shrubs and trees, as approved by the City. When fully mature, the plant material will cover a minimum of 60 percent of the converted area (non-contiguous areas will be considered separately). Tree canopy and plants outside the converted area are not considered in the calculation, even if they are adjacent to or overhanging the converted area. If existing trees are located within the converted area, I can use one-quarter (1/4) of their total mature tree canopy towards the 60 percent living plant coverage requirement. *For example, two existing trees are planted within a 1000 square foot area to be retrofit and the trees' canopy covers that entire area.* The customer will receive credit for not more than 250 sf towards the 60 percent living plant coverage requirement. *For distinct areas greater than 250 sf, the converted area must include a minimum of 5 plants.*

Any design elements that are not plant material, such as planters, rocks, mulch, or similar elements must be integrated as part of the converted area's landscape. Pathways may be installed but must be permeable in order to count toward the canopy coverage requirement. Mulch may be organic or inorganic, must be spread 2-5" beneath trees and shrubs and shall be 2" or less in diameter.

I understand that we will not be reimbursed for anything other than living plant material, irrigation components related to installing or converting the irrigation system to drip, a weather based irrigation controller, and mulch.

### **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 prior 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 River Friendly Landscape 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 my 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 my irrigation system improvements is solely my responsibility, as is determination of the adequacy and compatibility of the drainage, adjacent landscape and surrounding area, and that installation of the improved systems 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. The City reimbursement amount will not exceed the cost of the project as documented by invoices or receipts.
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 landscape retrofit 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.