



## **TERMS & CONDITIONS**

***Please sign on reverse side and return with application.***

Participants who receive funding through the Water Wise Incentive Program must abide by the following Terms and Conditions, as a condition for receiving rebates for removing water-intensive turf and non-drought tolerant landscaping with drought-tolerant landscaping and/or the installation of efficient irrigation systems and rain capture devices and measures:

1. Applicants must be a customer of Ventura Water with their legal name on the water account or for multi-dwelling units, a copy of the water bill for their complex.
2. One copy each of the application, signed Terms and Conditions signature page, and recent water bill are required. Applicants are encouraged to apply online at [www.removeyourturf.com](http://www.removeyourturf.com) through the customer portal with digital signature as an option.
3. Only one application per address or account will be issued. Apply for the maximum area you plan to convert. If the applicant lives within an HOA, Mobile Home Park or other multi-family subdivision, or if they are a renter, they can apply for the single-family rebate with prior approval from the water account holder/propertyowner.
4. Applicant is solely responsible for obtaining any necessary approvals for their turf removal project from their HOA Board, if applicable. No permit is required if improvements are only for replacing turf and non-drought tolerant landscaping with drought-tolerant landscaping and/or the installation of most irrigation systems and rain capture devices and measures unless there is electrical work involved or rainwater storage systems larger than 5,000 gallons.
5. Both residential and commercial properties are required to submit a simple sketch or drawing of the turf removal area showing the design of the new landscape before a reimbursement is approved and issued.
6. No synthetic/artificial turf is eligible for rebates.
7. A minimum of 200 square-feet of turf or non-drought tolerant landscape must be removed. Exception: Projects less than 200 square feet may qualify if the improvements on the property will completely eliminate turf and irrigation use on the property and/or the property owner has already completed the front, side, and back landscaped areas and now desires to convert the parkway area between the street and sidewalk.
8. Rebates for turf removal and replacement with drought-tolerant landscaping are as follows:
  - a. \$2 per square foot for up to 1,600 square-feet (\$3,200 maximum rebate) for individual residential parcels/properties
  - b. \$2 per square foot for up to 3,200 square-feet (\$6,400 maximum rebate) for non-residential parcels/properties (commercial) and "common area" multi-family residential properties
9. Rebates for turf removal and replacement are intended to cover labor costs to remove high water use grass or other non-drought tolerant landscape areas, "high water use" and replanting conversion areas with "low water use" plants, permeable mulches, crushed rock/sand or decomposed granite, the services for a design professional, and disposal of the turf grass and vegetation, as well as installation of rainwater capture systems and updated irrigation systems. For plant water requirements, see [www.VenturaCountyGardening.com](http://www.VenturaCountyGardening.com) and visit the "Lawn to Garden" section or [http://ucanr.edu/sites/WUCOLS/Plant\\_Search/](http://ucanr.edu/sites/WUCOLS/Plant_Search/).

Ineligible costs include but are not limited to: tools, fuel, permits, fencing, walls, concrete, lighting, patio furniture, garden decorations, and water features.
10. Notices to Proceed are valid for 120 days. Projects must be completed after approval of application in order to be eligible to receive rebates. Once an application is approved, successful Applicant will be deemed the Program Participant. Please do not start your project until you receive a Notice to Proceed from WaterWise Consulting, Inc. Projects already completed prior to the official launch date (September 14, 2016) are not eligible for a retroactive rebate.
11. Incentives may be considered taxable income, and a signed IRS W-9 form is required for incentives of \$600 or more. The City/District is not responsible for any taxes, penalties, or interest that may be imposed in connection with your receipt of any incentive. Participants will not be reimbursed for sales tax.

12. Under extenuating circumstances the project will not be completed within the 120 days, an extension up to 45 days will be considered as an option for customers who demonstrate they are making progress to complete their turf removal project. Projects requesting an extension will be reviewed and approved/denied in a case-by-case fashion.
13. Performance Tracking: Applicant/Program Participant certifies that he/she is the water service account holder of record and grants permission to Ventura Water or designee to allow the use of water service records on file with the City/District, from three years prior to the Project up to ten years after Project implementation for research, grant funding requirements, and promotional purposes.
14. Publicity Release: Applicant/Program Participant hereby grants Ventura Water all rights necessary to publish, disseminate, and promote the Program using pictures, videos, landscape plans, cost and water use data and other information. Applicant/Program Participant agrees that Ventura Water may use the aforementioned materials in program-related advertising, publicity, and promotion through various media (videos, print, web, and other) for at least two years after final completion of the work and receiving a rebate. However, the name(s) of the Applicant/Program Participant and property address shall remain confidential unless Applicant/Program Participant otherwise agrees in writing to allow such use of name and address. Addresses may be used for performance tracking purposes in relation to any grant funding requirements.
15. Signage: Applicant/Program Participant consents to allow, in compliance with local laws, Ventura Water to post Program-related signage and promotional material on-site, including callout tags for plants and irrigation equipment, general signage to identify site as a Program Participant, and related appurtenances for the distribution of Program leaflets for up to one year after project completion.
16. Site Access: Applicant/Program Participant shall permit Ventura Water or designee access to the Project site upon reasonable notice at a mutually agreeable time. This site access may be utilized to: (1) verify compliance with the Program, including the condition of the landscape prior to and after the Project installation, the square-footage of the Program landscape area, the efficiency of the new irrigation system, verification of properly installed WBICs and verify conformance with the Program prior to final payment by Ventura Water; and (2) exercise the rights under the "signage" paragraph above.
17. Rebate amounts and Program requirements are subject to change at any time over the course of the Program. Once an application is submitted and approved, the maximum allowable rebate amounts and incentives are "locked-in" and Applicant/Program Participant is not entitled to higher rebate amounts or additional incentives, should they become available at a later date. **No retroactive or increased rebate amounts will be provided once an application is approved.**
18. Rebate checks will be issued after submitting post-installation items (pictures and any other required documentation as may be requested to confirm compliance). Program Participants should expect their rebate checks no later than 10 weeks from the time that they submit all required post-installation items.
19. Applicant/Program Participant will save, keep and hold harmless the City/District, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work in connection with this Program, which may be caused by any willful or negligent act or omission by the Applicant/Program Participant or any of the Applicant/Program Participant's contractors. The City/District will not be liable for any accident, loss or damage to the work in connection with this Program.
20. The statements made and other Program details considered part of these Terms and Conditions are included in the separate document titled "Water Wise Incentive Program FAQs."

**I, the undersigned, have read, understand, and agree to these Terms and Conditions.**

\_\_\_\_\_  
**Signature of Applicant/Program Participant      Date**

\_\_\_\_\_  
**Printed Name of Applicant / Name on Meter Account**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Contact Phone Number**

Terms & Conditions 5/16/2018