



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 replacing with drought-tolerant landscaping:

1. Applicants must be a direct customer of Casitas Municipal Water District (Casitas) with their legal name on the water account.
2. A copy of the application, signed Terms and Conditions, Casitas Hold Harmless agreement and recent water bill are required. Applicants are encouraged to apply online at 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.
4. Applicant is solely responsible for obtaining any necessary approvals/permits for their turf removal project from their HOA, if applicable.
5. All projects must be approved by the Program Administrator prior to turf removal. The Program Administrator may conduct a pre and/or post inspection for program qualifications.
6. All participants are required to submit a plant list and a to scale site plan, including irrigation plan, before beginning their project. For information on plant water requirements, see www.VenturaCountyGardening.com and visit the "Lawn to Garden" section or http://ucanr.edu/sites/WUCOLS/Plant_Search/
7. No synthetic/artificial turf is eligible for rebates.

8. A minimum of 400 square-feet of turf must be removed. Exception: will be at the discretion of the Program Administrator.

9. Rebates for turf removal and replacement with drought- tolerant landscaping will be calculated for the amount of square footage removed and replanted (the rebate amount cannot exceed the cost of the Project) 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 and other "common area" multi-family residential properties

10. The replanted area must be a minimum of 33% of the area where turf was removed.

11. 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.

12. The Project must be completed within 120 days from the date of application approval to be eligible for the incentive payment. In the event the participant believes he/she will not be able to complete the Project within said time period, the participant may request a 30 day extension. The terms and conditions of any extension, and the determination of whether to grant an extension, will be made at the Program Administrator discretion. Any such request for an extension must be submitted via email to the Program Administrator at least 10 days prior to expiration of the original 120 day period. Projects already completed prior to the official launch date are not eligible for a retroactive rebate.

13. Once the Project is complete, the participant must notify the Program Administrator for final approval and payment of the incentive.

14. Before the incentive is paid to the participant, all receipts related to the project must be submitted to the Program Administrator. Photocopies of receipts are acceptable. Program Participants should expect their rebate checks no later than 10 weeks from the time that they submit all required post-installation items.

15. Casitas reserves the right to refuse incentive disbursement if Casitas believes the Project is detrimental to the intent of the program. In the event any portion of Project area is determined to not be in compliance with Program conditions, Casitas may take any and all actions which may be available to enforce the Program conditions including, but not limited to, the penalties, service termination and other remedies set forth in Casitas' Rules and regulations governing water service and water users as said policies may be amended and revised from time to time. Said remedies may also include the requirement for repayment of the incentive payment, which Casitas may collect by any available means.

16. The completed Project area must remain in compliance with all Program conditions for a period of at least five years from the date of Project approval.

17. Incentives may be considered taxable income, and a signed IRS W-9 form is required for incentives of \$600 or more. Casitas 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.

19. Performance Tracking: Applicant/Program Participant certifies that he/she is the water service account holder of record and grants permission to the Program Administrator to allow the use of water service records on file with Casitas, from three years prior to the Project up to ten years after Project implementation for research, grant funding requirements, and promotional purposes.

20. Publicity Release: Applicant/Program Participant hereby grants the Program Administrator all rights necessary to publish, disseminate, and promote the Program using pictures, videos, landscape plans, cost and water use data and other information.

21. Site Access: Applicant/Program Participant shall permit the Program Administrator 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, and verify conformance with the Program prior to final payment by Casitas.

22. 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 allowed 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.

23. Applicant/Program Participant will save, keep and hold harmless the 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. Casitas will not be liable for any accident, loss or damage to the work in connection with this Program.

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

Serviced Street Address

Contact Phone Number