

Terms and Conditions for the Turf Removal Program

All potential Program participants should review the following Terms and Conditions:

PROGRAM TERMS

- Only one Turf Removal rebate per address will be issued. Please apply for the maximum area you plan to convert. Maximum rebate paid will not exceed the cost of the project, as described on the program application.
- Prior to submitting a rebate application, applicants must have obtained any necessary approvals for their turf removal project from their city's code enforcement and/or HOA/CC&R board. **Delays from your failure to obtain an approval may result in your rebate application being cancelled.**
- Residential and Commercial sites are required to submit a simple design plan showing the proposed turf removal area along with a simple design of your new landscape.
- A minimum of 250 square feet of turf must be removed. **Exception:** Projects less than 250 square feet may qualify if the Project will completely eliminate turf from the property.
- At the time of the Post-Turf Removal Site Inspection, applicant must submit to the inspector copies of all invoices and/or receipts showing any costs incurred during the Project. **Costs include materials, dumping fees, design work, etc. Labor costs will be reimbursed if, and only if, a licensed contractor was hired. If you perform the turf removal work yourself, labor costs are not reimbursable. Rebate amount is not to exceed overall project cost.**
- Do not begin your project until you receive your Notice to Proceed letter. Funding for your project is not guaranteed until you receive your Notice. Notice to Proceed letters may take up to 3 weeks to be sent out.
- Notices to Proceed are valid for sixty (60) days. Projects must be completed and the Post-Turf Removal Site Inspection performed prior to the notice expiring.
- Rebates may be considered taxable income, and a signed IRS W-9 form is required for rebates of \$600 or more. Municipal Water District of Orange County, Metropolitan Water District of Southern California, and your local retail water agency are not responsible for any taxes, penalties, or interest that may be imposed in connection with your receipt of any rebate.
- Converted areas are subject to mandatory Pre- and Post-Turf Removal Site Inspections. If the Pre and/or Post-Turf Removal Site Inspections cannot be scheduled and completed during the Program term, rebates will not be issued.
- The converted area must remain in compliance with all Program conditions for a period of five (5) years. If this requirement is violated, you may be required to refund all or a portion of the rebate. This requirement to maintain Program conditions is not binding on successor owners.

RELEASE OF CLAIMS AND INDEMNIFICATION

Neither the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, or their contractors or agents makes any representation or warranty regarding the contracted services or products that you may select for your Project under this Program. Removal of turf and installation of water efficient devices and plants does not guarantee reduced water use.

By participating in the Program and accepting the rebates provided, you thereby release the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, and their contractors and agents from any and all claims and causes of action that may arise out of your removal of turf from your property and/or the purchase, installation, and/or use of water efficient devices in connection with this Turf Removal Program. Any and all claims or causes of action you may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to you for your Project may only be pursued with the contractor you hired or the appropriate manufacturer/distributor.

The Municipal Water District of Orange County, the Metropolitan Water District of Southern California, and your retail water agency are responsible for operating and enforcing the terms and conditions of the Turf Removal Program. You, as the Program participant, are responsible for ensuring that your Project complies with all applicable Federal, State and local laws, as well as applicable CC&Rs and/or HOA restrictions. Quality of work and appearance of the converted area are the responsibility of the participant.

Further, you agree to indemnify, defend, and hold harmless the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, and their directors, officers, employees, contractors, and agents from all liability and claims of any kind arising out of or related to your removal of turf and purchase, installation, and use of water efficient devices in connection with this Program.