

Terms and Conditions of the Graywater L2L Rebate Program

1. To be eligible for a rebate under the Santa Clara Valley Water District's ("District") Graywater L2L Rebate Program, I must install and operate a graywater system that meets the program requirements specified in this rebate application.
2. To ensure water savings are achieved, if I do receive a rebate from the District for the installation of an eligible graywater system, the graywater system must be maintained for a period of at least five years. If this requirement is violated, then I understand and agree to return the rebate to the District.
3. I will allow, if requested, a representative from the District or any District authorized third party reasonable access to my property before and after the installation of the graywater system. I understand a rebate will not be issued if I refuse to participate in any required verification that is scheduled within thirty (30) calendar days of District or its authorized third party contacting me. District or its authorized third party may contact the graywater system vendor and/or installer to verify purchase and/or installation of the graywater system, and may provide my name and/or address to third parties to complete this verification.
4. I certify that I will install and will maintain the graywater system in accordance with all applicable federal, state, and local laws, building codes, manufacturer's specifications, and permitting requirements.
5. DISTRICT MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO THE QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF THE GRAYWATER SYSTEM OR ITS INSTALLATION, OPERATION OR PERFORMANCE, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the District, its employees, officers, directors, contractors and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the my participation in this Graywater L2L Rebate Program; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence of the District.
6. I authorize my water retailer to provide my water use information to the District, and for the District to share the information I provide under the Graywater L2L Rebate Program with my water retailer.
7. I agree to adhere and properly perform all manufacturer recommended maintenance for the graywater system.
8. I understand that each graywater system rebate is \$200. The rebate amount is increased another \$200 to a total \$400 rebate in cost-sharing partner areas while funding remains. Please contact the Santa Clara Valley Water District for information on cost-sharing partners at (408) 630-2554 or visit www.valleywater.org/Graywater. Notwithstanding the foregoing, funding for the Graywater L2L Rebate Program is limited, subject to change, and available on a first come, first serve basis.
9. I understand that if I apply for multiple rebates that result in the issuance of total rebate amounts equal to or greater than \$600, the District will report the rebated amounts to the Internal Revenue Service and the State of California as taxable income.
10. The District reserves the right to terminate or adjust the Graywater L2L Rebate Program at any time.

I have read, understood, and agree to the terms and conditions of the Graywater L2L Rebate Program specified in this Rebate Application. I certify that the information I have provided is true and correct and that the graywater system for which I am seeking a rebate will meet the requirements of the Graywater L2L Rebate Program.

Print Name _____

Signature _____ **Date** _____