



## **Irrigation Efficiency Retrofit Program Terms and Conditions and Hold Harmless Form**

The customer named below (Customer) is interested in reducing water consumption on the property located at the address below (Property), and hereby requests the assistance of Las Virgenes Municipal Water District (LVMWD) by participating in the Irrigation Efficiency Retrofit Program (Program). The Program is strictly voluntary and it is the Customer's option whether or not to participate in the Program. It is the Customer's responsibility to maintain a properly working irrigation system on the Property after the installation of the Program has occurred. The Customer is required to keep and utilize the irrigation controller, drip irrigation and nozzle devices (devices) provided by the Program for a minimum of 5 years or replace them with similar water efficient devices. A post-installation inspection performed by LVMWD staff may be required.

In exchange for the anticipated benefits from participation in the program, this agreement authorizes trained device installers from WaterWise Consulting, Inc. (WaterWise), on behalf of LVMWD, to enter the Property for the purpose of conducting the installation. Installation of devices will be at the installer's discretion, based on the existing condition of the irrigation system. The existing system must be in good condition, with no leaks, breaks, or malfunctioning parts, and the existing nozzle system must be compatible with the provided nozzles and/or drip system. WaterWise will need to access the customer's current irrigation timer to install and/or modify the watering schedule.

The customer understands that the Smart Controller selected by LVMWD, for this program, functions by use of a wireless internet connection. Customer hereby agrees to fully cooperate with the installer, which includes connecting the controller to the wireless router. In order to secure the privacy of the customer's password, the installer shall ask for the customer to enter his network password. If the customer chooses to reset the password, the customer must go into the settings of the controller to reset the password. Customer is responsible for troubleshooting and maintaining all devices and programming once installation is completed. WaterWise will provide a 30-day guarantee following installation.

The Customer hereby agrees to release, defend, indemnify, protect, and hold harmless LVMWD, WaterWise, and their respective board members, directors, officers and employees, collectively, (the "Indemnitees") from, and against, any and all claims asserted or liability established for damages or injuries to any person or property arising out of or resulting from the acts or omissions of the Indemnitees, or the condition of the Property; provided, however, that the Customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the Indemnitees in performing the work.

The customer recognizes that participation in the program does not constitute any representation or promise of any cost savings or results of any nature whatsoever and the customer hereby fully releases the Indemnitees from any and all claims or liability in connection with the program or the acts of the Indemnitees relating to the program.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Date

Property Address: \_\_\_\_\_