

IRWD Turnkey Turf Removal & Drought Tolerant Landscape Installation Program

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

PROGRAM TERMS

- Funding is limited. This offer is available on a first-come, first-served basis to eligible participants only while funding lasts. Projects that are delayed for unreasonable lengths of time may be canceled at Irvine Ranch Water District's (IRWD) discretion if no progress is being made or if the customer does not communicate the need for an extension to IRWD or the program consultant.
- Residential sites have a life time maximum of 2,000 square feet of turf removed. Please apply for the maximum area you plan to convert. Maximum rebate paid will not exceed the approved square footage of turf to be removed.
- All turf removal conversions, including historic sites, are subject to the terms of their local agency's landscape ordinance and must comply with all applicable Federal, State, and local laws, as well as applicable Covenants, Conditions & Restrictions and/or Homeowners Association restrictions. Prior to submitting a rebate application, applicants should obtain any necessary approvals for their turf removal project from their city's code enforcement and/or HOA/CC&R board. It is the responsibility of the each applicant to ensure their project is in compliance.
- A copy of a recent water bill, three (3) to five (5) current photos of the existing turf, and other pertinent information requested must be submitted with the application.
- A minimum of 500 square feet of turf must be removed, **No Exception.**
- Funding for your project is not reserved until you receive a notification that your application has been approved. At that time, the contractor will be notified by IRWD. The contractor will contact the applicant to set up an on-site meeting. Review of your application may take up to 2 weeks after your application is received by IRWD.
- Proposed conversion areas are subject to mandatory Pre Inspections. If the Pre 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.
- A rebate program application and all of the personal information listed in it is public record and will be made available to any member of the public who requests it. By signing a rebate program application, the applicant acknowledges that applicant has no privacy expectations to this information and waives any claim to such.

RELEASE OF CLAIMS AND INDEMNIFICATION

Neither the Irvine Ranch Water District 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 Turnkey Turf Removal Program and accepting the rebates provided, you thereby release the Irvine Ranch Water District 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 Turnkey 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 Irvine Ranch Water District is responsible for operating and enforcing the terms and conditions of the Turnkey 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 Irvine Ranch Water District 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.