

Retrofit Program Online Application Terms and Conditions

1. Project must meet all the criteria:
 - a. Project must be within Metropolitan's service area. Projects outside Metropolitan's service area are not eligible.
 - b. Project must offset the demand on Metropolitan's potable water system.
 - c. Project must not be under construction. Work on-site must commence after project confirmation unless approved in writing by Metropolitan.
 - d. Project potable water use must be a minimum of 436 hundred cubic-feet (326,000 gallons) per year, or irrigated area must be a minimum of 15,000 square-feet.
 - e. Recycled water must be available for delivery to the project site at the time of application.
2. Reservation is required to be qualified for the incentive.
3. Reservation is available on a first-come, first-served basis.
4. Incomplete applications may not be eligible.
5. Confirmation of a reservation by Metropolitan is subject to availability of funds for this program. Project is considered to be part of Program when Reservation is confirmed.
6. Confirmed reservations are non-transferrable and are not assignable.
7. Reservation expires **90** days after the reservation confirmation date if the construction start date is not updated online by the owner. Any updates after the 90-day expiration date will not be accepted. If reservation is canceled, the owner may re-apply for a reservation as long as construction has not started.
8. One project reservation must be made per site address. Multiple site addresses in a single reservation are not accepted. Duplicate addresses will not be accepted. Phased projects will be considered on a case-by-case basis.
9. The Program incentive amount will be a one-time payment, in dollars, and shall be the lesser of:
 - i. Actual Retrofit Costs, or
 - ii. For dedicated meters - \$975 per acre-foot times the average annual irrigation water use over the previous three years in acre-feet.
 - iii. For mixed-use meters - lesser of:
 1. \$975 per acre-foot times the average annual water use over the previous three years in acre-feet, or
 2. \$975 per acre-foot times irrigated acreage times the EvapoTranspiration (ET) Index closest to project site.
 - iv. The maximum incentive amount payable by Metropolitan for a reservation established by Metropolitan at the time the reservation is confirmed.
10. Incentives will not exceed the reserved amount and are subject to verification, completeness, and accuracy of all required documentation.
11. Incentive payments are made when all invoices and eligible costs are verified, and the connection and use of recycled water becomes operational.

- a. Itemized invoices (materials, labor, equipment, etc.) must be submitted.
12. Metropolitan may exclude a Project from receiving incentives, upon occurrence of any of the following:
 - a. Project started construction on site prior to application.
 - b. Construction has not commenced within three months following reservation.
 - c. Recycled water use at that site has not commenced within seven months following reservation.
 - d. Cost information and supported invoices are not submitted within nine months following reservation.
 13. After reservation confirmation is received:
 - a. Project construction on the site must commence within 90 days.
 - b. Project must be connected to the recycled water system and operational within 210 days.
 - c. Cost information and supporting invoice documentation must be provided within 270 days.
 14. Metropolitan, at its sole discretion, reserves the right to allow additional time to start operation of the project.
 15. Unless otherwise approved by Metropolitan, incentive checks will be issued only to the owner listed on the water bill and mailed to a verifiable mailing address.
 16. Metropolitan has no obligation under this agreement to pay the stated incentive if the not completed by the date specified.
 17. The payee's Social Security or Tax ID number must be provided in order to receive an incentive. This is in compliance with exemptions to the Federal Privacy Act of 1974, 42 UCS 405 (c)(2)(c). The Internal Revenue Service requires Program participants receiving \$600 or more in rebates (incentives) to receive an IRS Form 1099 unless exemptions apply. Social Security numbers provided as part of the application process are held in confidence under terms of the Privacy Act and are not divulged or otherwise conveyed to individuals or organizations outside the Rebate Program.
 18. Metropolitan reserves the right to verify the retrofitted sites. If a retrofit cannot be verified, the owner will be required to refund any incentive amount paid by Metropolitan, including all associated processing costs. Access to retrofitted sites must be provided.
 19. Owner is the sole owner of all Project facilities. Metropolitan has no ownership right, title, security interest or other interest in any Project facilities.
 20. Owner shall be solely responsible for operating and maintaining the Project in accordance with all applicable local, state, and federal laws. Metropolitan shall have no rights, duties or responsibilities for operation and maintenance of the Project.
 21. Disclaimer: The Metropolitan Water District of Southern California (MWD) does not make any representation or warranty regarding the retrofits made under this program. By participating in the program, the owner agrees to waive and release MWD from any and all claims and causes of action arising out of the purchase, installation or use of the items purchased in connection with the program. Any claim you may have based upon any defect or failure of performance of an item purchased by you should be pursued with the manufacturer or distributor.

22. Owner agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and its Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, water quality problems, or cross connections with potable water) that arise out of or relate to Owner's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney's fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim or asserted liability.
23. Owner shall include the following language in its agreement with any consultant or contractor retained by Owner to work on the Project: "(Consultant) agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and its Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, water quality problems, or cross connections with potable water) that arise out of or relate to Owner's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney's fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim or asserted liability."
24. Owner is solely responsible for any actions arising under the California Environmental Quality Act (Pub.Res.Code §21000 et seq.).