



## Water Smart Home

By accepting, the Program participant hereby acknowledges that he/she understands and agrees to all of the terms and conditions set forth below.

1. Participation in the Water Smart Home Kits (hereinafter referred to as "Program") is offered on a first-come, first-served basis, for a limited time, and is available until the Upper San Gabriel Valley Municipal Water District (hereinafter referred to as "Upper District") discontinues the Program. Participants will receive a do-it-yourself kit which contains various devices that are intended to improve water efficiency within a residential home.
2. The Program is subject to change or terminate without prior notice.
3. Program participants must either be enrolled in a low-income/assisted-pay program through their water company or their residential address must be located within the designated Program area established by Upper Water.
4. Program participants must provide a copy of a water or other utility bill for the service address where the items will be installed. Utility bill must show name and site address. If the Program applicant name is different from the name listed on the utility bill for the listed installation address, additional documentation showing the Program participant's name and installation address may be requested.
5. Renters may be eligible to participate with written consent of the property owner.
6. Pre-approval for Program participation is provisional and does not guarantee actual participation. Final approval of Program participation is at the sole discretion of the Upper District and is contingent upon receipt of required documentation and results of the site assessment.
7. Items obtained through the Program must be secured by the selected Program vendor, EcoTech Services, Inc.
8. Upper Water has the sole discretion to determine items to be given through this Program.
9. Any items from the kit installed for use by Participant becomes part of the property and must remain installed at the participating address for a period of at least 5 years from the date of installation.
10. Items provided through this Program are not redeemable for cash and cannot be resold, transferred, or exchanged. Participant understands that Participant is solely responsible to install the items offered in the kit, and all materials and labors costs, fees and expenses related to any installation services will be Participant's sole responsibility.
11. Participants cannot opt to have less items than what the kit offers. Participants will have the discretion to use any or none of the items within the kit as they see fit for their private residence.
12. Upper Water and/or assigned third party(ies), may choose to do site visits to verify item installation(s) and may choose to take photographs of the item(s) and/or property where installed. Access to the area where device(s) were installed must be provided for inspection.
13. Ownership and maintenance of any/all items obtained through the Program are the sole responsibility of the Program participant.
14. Any item(s) obtained through the Program are not eligible for exchanges or returns.
15. The Upper District does not warrant, endorse, or assume liability for the quality or performance of the items installed



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16. By applying for this Program, personal information listed on a participant's application may be subject to disclosure to requesting parties pursuant to the California Public Records Act.
17. Applicant is responsible for meeting all Program requirements and for checking with state/county/city governments and homeowner's association (if any) in the area regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation.
18. Upper Water has no liability whatsoever concerning: (1) the quality, safety and/or installation of any items or products obtained through the Program; (2) the estimated water or energy savings of any items obtained through the Program; (3) any other matter with respect to this Program, including, but not limited to, any tax liability incurred by a Program participant in connection with the Program.
19. Upper Water is not responsible for any taxes, fees, or tariffs that may be imposed as a result of a device or product purchase.
20. Upper District makes no representation or warranty relating to Program services, products, or devices, including any hazardous substances that may be contained in the product or device.
21. Participants are responsible for complying with all applicable laws, codes, policies, covenants, conditions and restrictions.
22. Applicant waives and releases Upper Water and their contractors or agents from any and all claims and causes of action arising out of the installation and use of services, products, and devices pursuant to the Program.
23. A participant's email address may be used for communicating additional available programs and/or events.
24. By participating in this Program, participants agree to allow Upper District to publicize their pre- and post-conversion project photographs (participant's address will not be published).
25. Upper Water reserves the right to deny participation in the Program to any applicant whose application is determined as having false or inaccurate information.
26. The participant's Social Security or TaxID number must be provided via a completed Form W-9 along with any other required documentation in order to participate in the Program. This form must be completed so that Upper District and/or participating agencies can properly complete a Form 1099. 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 of in-kind items 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 Program. The determination of whether a participant's items are taxable or not may depend on several variables and it is recommended that participants contact their tax professional for any tax related questions.