

## Lawn Reduction Rebate Program Terms and Conditions

Before you complete the application for this program you must read, understand, and accept the Lawn Replacement Program's Terms and Conditions listed below, the Process Guidelines and the Design Requirements. The following are the Terms and Conditions of the Antelope Valley Resource Conservation District (AVRCD) Lawn Reduction Rebate Program.

### General

- Only one lawn reduction rebate application per address is allowed.
- "Property Owner" is the owner of the property (the lawn) that would be re-landscaped by utilizing the Lawn Reduction Rebate Program'
- AVRCD will provide payment to Property Owner within 120 days of the final project approval as confirmed by AVRCD. The Property Owner:
  - must submit the Lawn Reduction Rebate Program application on-line (vickierAVRCD@gmail.com).
  - will receive one dollar (\$1.00) per square foot for lawn replaced in accordance with the Terms and Conditions, Process Guidelines, and Design Requirements.
    - The use of artificial turf or impermeable surfaces/materials are not funded and the areas incorporating these components will be deducted from the project funding calculation.
  - plant material will be provided by the AVRCD Nursery at a value of .133 cents per square foot of lawn removed (1,000 sq. ft. = \$133 value in AVRCD Plant Materials). Not redeemable for cash. Plant materials will not be provided until a Notice to Proceed has been issued by the AVRCD and documentation has provided by applicant that lawn has been removed and verified by AVRCD staff. Plants must be picked up at the AVRCD Nursery located at 10148 West Avenue I, Lancaster, CA.
  - has sole responsibility for complying with all applicable laws, permits, ordinances, codes, policies, covenants, and conditions that may apply to the removal or installation of grass in connection with the lawn removal/landscape conversion project, including but not limited to those of an homeowner association, the City of Lancaster, the City of Palmdale, and/or Los Angeles County.
  - shall make the property available for (1) AVRCD and its agents, to verify compliance with the Lawn Reduction Rebate Program, including but not limited to the condition of the landscape prior to and after the lawn replacement installation, the size (in square-feet) of the lawn replacement landscape area, the type and efficiency of the new irrigation system, (customer must provide photographs of areas ) and (2) for AVRCD, and its agents to exercise its rights under the Lawn Reduction Rebate Program to use the

design, description and before-and after-photos and videos of the lawn replacement landscaped area for the purpose of promoting drought tolerant landscapes.

- a pre- and post-inspection of the Property to ensure compliance with the terms of this agreement is a prerequisite to a Property Owner receiving any Lawn Reduction Rebate Program payments.
  - as a condition of receiving the incentive payment, must sign and submit to AVRCD a paper copy of the Terms and Conditions within two (2) weeks of submitting the application for approval.
  - waives, releases, relinquishes and discharges AVRCD its officials, employees, and its agents from any and all liability, loss, claims, demands, causes of action, and damages in any way arising out of Property Owner's participation in the Lawn Reduction Rebate Program including anything in connection with a pre- or post-inspection of Property Owner's property.
  - waives, releases, and relinquishes and discharges AVRCD, its officials, employees, and its agents from any and all liability, loss, claims, demands, causes of action, and damages in any way arising due to defects in materials or workmanship affecting the efficient water using devices or other materials included in the project, nor due to negligent or improper installation of the efficient water using devices or other materials included in the project. The manufacturer is solely responsible for all defects in materials and workmanship. AVRCD does not guarantee water savings or reduced water costs resulting from the participation and implementation of the provisions and components included in the Lawn Reduction Rebate Program.
  - Property Owner acknowledges that the Lawn Reduction Rebate Program is a voluntary program, and that any decisions that the Property Owner makes about participating, including the choice of 3rd party vendor if desired, is completely the Property Owner's decision and is in no way connected to AVRCD. Property Owner further acknowledges that AVRCD is in no way responsible for any actions of third-party contractors, or for any products that such third-party contractors may provide to Property Owner, and offers no guarantees or warranties for such, to receive a financial incentive pursuant to the Lawn Reduction Rebate Program. Property Owner further acknowledges that any interactions, arrangements, or agreements between Property Owner and a third party in connection with meeting the requirements of the Lawn Reduction Rebate Program, as well as any disputes or disagreements regarding anything, including any products provided by such third party, are completely independent from AVRCD and Property Owner has no cause of action in connection with such against AVRCD.
- Any application containing misleading information will be disqualified from the Lawn Reduction Rebate Program and any and all commitments made by AVRCD related to that application, including commitments to make Lawn Reduction Rebate Program payments, shall be automatically rescinded and rendered null and void.

- Applications that intend to count existing plant material towards the 25% plant coverage requirement must convert the entire irrigation zone to high-efficiency irrigation equipment (customers may use either Drip Irrigation or HE Sprinkler Nozzles with a precipitation rate less than 1 inch per hour, but cannot mix equipment types within a single irrigation zone).
- “Re-landscaped Area” refers to that part of the landscape, in square feet, which qualifies for and for which AVRCD will pay the base lawn reduction rebate of \$1.00 per square foot. The re-landscaped area
  - only includes irrigation zones covered by a minimum of 51% turf grass; the grass must be existing (dormant acceptable) when the landscape design is approved. (**Do not kill your lawn until you have been informed that your landscape design has qualified for the program by AVRCD**). Pre-existing projects are not eligible for the Lawn Reduction Rebate Program. Areas within a single irrigation zone that are bare dirt will not be included in the project area and are not eligible for the Lawn Reduction Rebate Program.
  - must be greater than 500 square feet.
  - must have 25% plant coverage at maturity (approximately two years).
  - must have a plan to remove all the grass in the irrigation zone (no grass may be left within the irrigation zone(s) included in the project). Exceptions can be made for grass within dripline of existing trees.
  - may include turf areas in parkways, front, back and side yards.
  - must be re-landscaped based on a design approved (qualified) by AVRCD or its agents which approval will be based on the Agency’s design guidelines.
  - The use of artificial turf or impermeable surfaces may be used in the project but will not be rebated. The use of these features may not exceed 50% of the project area.
    - Impermeable surfaces/materials are defined as an area covered by materials or constructed surfaces such as buildings, roofs, paved roadways, sidewalks, driveways, parking lots, brick, asphalt, concrete, pavers, covers, slabs, sheds, pools, and other constructed surfaces or hardscape features. Impermeable Areas do not include permeable surfaces such as vegetated areas, grasses, bushes, shrubs, lawns, bare soil, tree canopy, natural water bodies, wetland areas, gravel, gardens and planters on bare soil, rocky shores, and other natural areas.
  - If, in its sole discretion, AVRCD finds the re-landscaped area has been altered significantly from the approved design (for example: if turf grass is reintroduced within ten years), and the Property Owner has not sold the property by that time, the Property Owner shall reimburse AVRCD for all or part of the Lawn Reduction Rebate Program payment.
- Applications will be reviewed in the order they are received.

- The Lawn Reduction Rebate Program, the Terms and Conditions set forth herein, the Process Guidelines, and the Design Requirements are subject to change without notice.
- AVRCD shall have the right to use the design, description and before-and after-photos and videos of the lawn replacement landscaped area for the purpose of promoting drought tolerant landscapes. This promotion could be in the form of videos, print, web, or other venues.
- AVRCD shall have sole authority to resolve all disputes related to the Lawn Reduction Rebate Program, approval of applications, approval of landscape designs, and all other related matters relevant to the Lawn Reduction Rebate Program.
- AVRCD shall not be obligated to make, and will not make, lawn replacement incentive payments for that part of the approved square footage, when the size of the actual landscape installed is less than that approved amount and/or when some or all of the landscape actually installed differs, as determined by AVRCD in its sole discretion, from the approved design. To be clear, AVRCD shall only pay for the square footage of the landscape actually installed and modified in compliance with the approved design, up to the maximum amount of square feet approved in the application.

#### **Statement of Property Owner**

I, the individual named as “Property Owner” listed, above, certify that

- I am the owner of the “Lawn” listed above as the project address; and
- I have read, understand, and agree to the Lawn Reduction Rebate Program’s
  - Terms and Conditions;
  - Process Guidelines;
  - Design Guidelines; and
- I agree to waive, release, relinquish and discharge AVRCD, its officials, employees, and agents from all liability, loss, claims, demands, causes of action, and damage arising out of my participation in the Lawn Reduction Rebate Program; and
- I give AVRCD and its agents the right to use the design, description and before-and after-photos and videos of the lawn replacement landscaped area for the purpose of promoting drought tolerant landscapes. This promotion could be in the form of videos, print, web, or other venues; and
- The information on this application is true and correct.