



The Long Beach Water Department's Indoor High-Efficiency Rebate Program: Application *Commercial and Multi-Family Properties*

Terms, Conditions and Waiver

PURPOSE AND OUTLINE

1. The purpose of the Indoor High-Efficiency Rebate Program (Program) is to promote indoor water conservation at commercial and multi-family residential properties served by the Long Beach Water Department (LBWD). Under this Program, LBWD provides a rebate when both of the following devices are installed, replacing older, higher-flow devices:
 - A. Toilets: toilets that use only 0.8 gallon per flush (GPF) or less and are U.S. EPA WaterSense approved, replacing toilets of 1.6 GPF or greater and;
 - B. Showerheads: showerheads that limit the flow of water to no more than 1.5 gallons per minute (GPM) and are U.S. EPA WaterSense approved, replacing showerheads of 2 GPM flow rate or greater.
2. Under this Program, LBWD pays the rebate directly to the Account Holder (Owner) or Third Party Contractor (Contractor) after all work has been satisfactorily completed and verified by LBWD, as determined by LBWD at its sole discretion.
3. The rebate amount will be \$35 per combination of showerhead and toilet installation that meets the requirements outlined in section 1A and 1B. Where an existing showerhead as determined by LBWD already meets the efficiency level of 1.5 GPM or where a showerhead is not present in the facility to be replaced, a \$25 rebate will still be available for replacing 1.6 GPF or higher toilets. Likewise, where an existing toilet as determined by LBWD meets the efficiency level of 0.8 GPF or where a toilet is not paired with a showerhead being installed, a \$10 rebate will be made available for replacing 2.5 GPM or higher showerheads.
4. The Owner has the right to release the rebate to a Contractor, only if the Contractor is on Metropolitan Water District's approved contractor list.
5. The Owner is not required to switch out toilets and showerheads in every dwelling unit. For example, the Owner can choose to replace just 60-percent of the dwelling units in a given building. However, if a Contractor/Owner enters an apartment and replaces one high-flow showerhead or toilet, it must also replace all the toilets and showerheads in that apartment that do not meet the efficiency requirements of 0.8 GPF for toilets and 1.5 GPM for showerheads.

CONTRACTOR/OWNER APPLY TO PROGRAM

5. Contractor/Owner must submit a complete application to LBWD prior to making any purchases. Purchases made prior to approval of application are not eligible. A complete application includes the following:
 - A. A complete and executed Program application; and
 - B. A fully executed copy of this Terms, Conditions and Waiver; and
 - C. Copy of email confirmation(s) from SoCal Water\$mart, signifying rebate reservation approval through SoCal Water\$mart for 1.06 GPF toilet rebate.

LBWD'S PRE-INSPECTION

6. LBWD's Pre-Inspection: after submitting an application to the Program, Contractor/Owner may be subject to a facilitated pre-inspection of the property by LBWD so that LBWD can estimate how water inefficient the existing devices are that will be replaced. LBWD, at its sole discretion, may complete an inspection on a random sample of any portion of the dwelling units on site.

LBWD APPROVES OR DENIES APPLICATION

7. Once this application is complete and executed by Contractor/Owner and is received by LBWD, LBWD will verify the information on this application and approve or not approve the application at its sole discretion. LBWD reserves the right to communicate with the customer prior to approving this application. LBWD anticipates being able to approve or deny a completed application within fourteen (14) calendar days after having received it.

8. Contractor/Owner shall then receive from LBWD a Notice of Approval/Denial. If the application is approved, the Notice of Approval/Denial shall state, among other things, the maximum rebate payment amount from LBWD to Contractor/Owner under this application and how that rebate payment amount was calculated (that is, the Notice will show the expected number of toilets and showerheads Contractor/Owner will install, how water inefficient the devices are that will be replaced, and the LBWD rebate amount per device installed).

CONTRACTOR/OWNER INSTALLS NEW DEVICES, NOTIFIES LBWD INSTALL COMPLETE

9. If the application is approved then Contractor/Owner will have sixty (60) calendar days after the date shown on the Notice of Approval/Denial to complete the installation and to provide LBWD with the following:
 - A. Contractor/Owner's written notice to LBWD that the work is complete and requesting the rebate payment associated with this application, and
 - B. A list of each dwelling unit, identified by its apartment or condo number, involved in the install and the number of toilets and shower-heads installed in that dwelling unit. No device shall be rebated by LBWD if the location of the device cannot be verified by LBWD.
 - C. Receipt or invoice of purchases, dated after Notice of Approval within thirty calendar day deadline.
 - D. A fully executed IRS W-9 Form or have one on file with the City of Long Beach in the name of entity receiving rebate (Contractor or Owner).
 - E. If Contractor to receive the rebate directly, a fully executed copy of the Contractor Direct Rebate Option Customer Release Form, a form provided by SoCal WaterSmart in which the customer acknowledges that:
 - 1) LBWD shall make the rebate payment directly to Contractor and that no payment will be made by LBWD to any other party including the Owner, and;
 - 2) That the Owner is aware of the application and these Terms, Conditions and Waiver, and;
 - 3) That LBWD assumes no warranty or liability for materials or labor.

LBWD'S POST-INSPECTION

10. Within seven (7) calendar days after receiving Contractor/Owner's request for the rebate payment and receiving items A through E above, LBWD will complete a post-inspection of the building in order to verify the installation. LBWD shall have the right to extend this seven day period if LBWD is prevented or delayed by Contractor or its customer from completing the required post-installation inspection during normal business hours, as determined by LBWD at its sole discretion.

LBWD, using the list provided by Contractor/Owner that shows the location of each device installed, shall randomly select a sample of the dwelling units for inspection. If LBWD is able to verify the installation of 100-percent of the devices in the random sample and verify that all less-efficient devices had been removed from those dwelling units, LBWD shall assume all the devices shown on the list provided by Contractor/Owner have been installed and all less-efficient devices have been removed from those dwelling units. If less than 100-percent of the new water-efficient devices in the random sample can be verified as having been installed and/or if some less-efficient devices remain in the dwelling units, then LBWD reserves the right to verify the installation of all devices shown on the list provided by Contractor/Owner and/or verify that all less-efficient devices in subject dwelling units were removed, and to extend the time line for the inspection beyond the seven days, at its sole discretion.

REBATE PAYMENT TO CONTRACTOR/OWNER

11. Once LBWD's post-installation verification inspection is complete to LBWD's satisfaction and Contractor has replaced all less-efficient devices in subject dwelling units, LBWD shall make the rebate payment to Contractor/Owner. That payment shall be based on the lesser of
 - A. The number of toilets and showerheads as verified by LBWD, or
 - B. The number of toilets and showerheads shown on Contractor/Owner's receipt, or
 - C. The number of toilets and showerheads shown on this application.

Other Terms and Waiver of Liability

- 12. Contractor/Owner agrees to act and represent its business as independent of LBWD and at no time will Contractor/Owner or any of its employees or agents represent its business as an employee, agent, partner or representative of LBWD.
- 13. Contractor/Owner acknowledges that it has no rights or powers to bind LBWD or act on LBWD's behalf when dealing with customers or other third parties.
- 14. Contractor/Owner acknowledges that LBWD does not warrant or endorse any equipment or labor that may be directly or indirectly sold and/or purchased by Contractor/Owner. Under no circumstances shall LBWD be liable to Contractor/Owner for any direct or indirect losses, costs or damages arising from or related to any equipment or installation related to this application.
- 15. LBWD, Owner and/or Contractor all reserve the right to cancel their participation in the Program at any time for any reason and at their sole discretion. However, once LBWD has approved an application, LBWD shall make a rebate payment to Contractor/Owner for work completed according to these Terms, Conditions and Waiver.
- 16. Contractor/Owner acknowledges that LBWD is not responsible for any taxes imposed on Contractor/Owner as a result of rebates or incentives paid by LBWD and reported on IRS Form 1099.
- 17. Contractor/Owner acknowledges that LBWD's only involvement in this project is to provide rebate funds. LBWD's only obligation to Contractor/Owner is to provide the rebate amount according to these Terms, Conditions and Waiver. LBWD is not responsible for any liability to Contractor/Owner or any other party regardless of any liability Contractor/Owner, its customers or any other party has incurred in connection with their participation in this program.
- 18. Contractor/Owner assumes all risk of loss resulting from liability, damage, or injury to any property or person arising from this program, including all risk of injury to its employees, agents, contractors, students, volunteers, and project participants. Pursuant to this Waiver of Liability, Contractor/Owner shall defend, indemnify, and hold harmless LBWD, its Board of Water Commissioners, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions arising out of Contractor/Owner's participation in this program.
- 19. Certain information related to rebate and incentive payments made by LBWD to customers and contractors may be subject to the Freedom of Information Act. Information such as the name and address of applicants and the amount of the rebate or incentive received will be public information should a FOIA request for it be made.

I have read, understood, and agree to the Terms, Conditions and Waiver form of the Indoor High-Efficiency Rebate Program application, including the Waiver of Liability. I certify that the information on the application is true and correct. I certify that I am the legal authority to bind the corporation to contracts.

Print Name of Account Holder (Owner)

Account Holder Signature

Date

If Applicable, Print Name of Approved Third Party Contractor

Contractor Representative Name

If Applicable, Authorized Contractor Signature

Date



The Long Beach Water Department's Indoor High-Efficiency Rebate Program: Application

Commercial and Multi-Family Properties

The Long Beach Water Department (LBWD) is offering an enhanced incentive for commercial and multi-family customers installing 0.8 gallon per flush (GPF) toilet AND 1.5 gallon per minute (GPM) or lower showerheads. Customers can receive \$35 per combination of toilet and showerhead swap out in addition to SoCal Water\$mart's \$80 rebate for 1.1 GPF or less toilets. This incentive is dependent on the current toilet(s) being 1.6 GPF or higher and the current showerhead(s) being 2 GPM or higher. Prior to submittal of this application, the customer must receive a reservation confirmation from SoCal Water\$mart for their \$80 rebate. A rebate amount estimate will be determined by the information you enter below. However, the actual rebate amount will be dependent on the number of units completed as determined by a post-inspection by LBWD. Rebate amounts can be adjusted at any time without notification. Purchases made prior to approval of this application are not eligible. Contact (562) 570-2308 with any questions.

Follow these steps to qualify for the rebate:

1. Apply and receive approval from So Cal Water\$mart (www.socalwatersmart.com). Applicants without So Cal Water\$mart approval will not be accepted.
2. Provide a completed and signed LBWD application and a copy of the email confirmation(s) from SoCal Water\$mart. If a customer is using a third party contractor to install devices, and wants the rebate check directly sent to a third party, third party must be on Metropolitan Water District's approved contractor list. Both the account holder and contractor must agree and sign the terms and conditions (pages 2-4). Scan and send documents to: jasmine.roashan@lbwater.org.
3. LBWD will provide written notification of approval and a rebate estimate. Applicant will be given **30 calendar days** from date on written approval to complete installations and provide LBWD with the documents identified in the terms and conditions (item #9). No exceptions or extensions will be granted.
4. Property must be available for post-inspection within 7 calendar days of completion during normal business hours.
5. Pending post-inspection results, rebate will be issued within 8-12 weeks.

1. Installation Location Information *(Use Information from the Most Recent Water Bill)*

Name (on water account): _____ 10-Digit Water Account #: _____ - _____ - _____

Street Address: _____

City: _____ State: _____ Zip: _____

2. Eligibility

of Toilets to be Replaced: _____

Current Toilet Flow Rates (GPM): _____ Current Showerhead Flow Rates (GPM): _____

Make/Model of Devices to be Installed: Toilets: _____ Showerheads: _____

SoCal Water\$mart Reservation Number: _____ SoCal Water\$mart Reservation Date: _____

Who will be receiving the rebate: Account Holder Approved Third Party Contractor

3. Account Holder Contact Information (Required)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

4. If Approved Third Party Contractor to Receive the Rebate, Complete the Section Below

Company Name: _____ Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____