



Salinas Valley Basin
Groundwater Sustainability Agency



Water Efficiency Assessment Program Terms and Conditions and Hold Harmless Form

The property owner named below (Owner) is interested in participating in the Water Efficiency Assessment Program (Program) being conducted by the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and WaterWise Consulting, Inc. (WaterWise). The owner agrees to an assessment taking place on their property (including an exterior water-use survey, an irrigation system review, an irrigation timer review, a landscape review, and an interior water-use survey) and receiving a written report with recommendations on how to increase water efficiency on the property located at the address below (Property). The Program is strictly voluntary and it is the Owner's decision to participate in the Program. After the initial assessment, WaterWise staff may make another appointment to return to the Property to provide additional retrofits and/or repairs, if necessary. If any water efficiency devices are installed or provided to the Owner, it is the Owner's responsibility to properly maintain these devices.

In exchange for the anticipated benefits from participation in the program, this agreement authorizes WaterWise representatives, on behalf of SVBGSA, to enter the Property for the purpose of conducting the Program. Installation of devices will be at WaterWise's discretion, based on the existing condition of the water-use and irrigation systems. WaterWise will need to access the customer's current irrigation timer to install and/or modify the watering schedule.

If installation of a smart controller takes place as part of this program, the Owner understands that the Smart Controller selected by SVBGSA, for this program, functions

by using a wireless internet connection. The owner hereby agrees to fully cooperate with the WaterWise representative, which includes connecting the controller to the wireless router. In order to secure the privacy of the customer's password, the installer shall ask for the Owner to enter his network password. If the Owner chooses to reset the password, the customer must go into the settings of the controller to reset the password. Owner is responsible for troubleshooting and maintaining all devices and programming once installation is completed. WaterWise will provide a 30-day guarantee following installation.

In consideration for the services provided hereunder, Owner hereby agrees to release, defend, indemnify, protect, and hold harmless the SVBGSA, WaterWise, and, their board members, directors, officers, agents and employees collectively, (the "Indemnitees") from, and against, any and all claims, liability, loss, injury, or damages to any person or property arising out of or resulting from the acts or omissions of the Indemnitees, or the condition of the Property; provided, however, that the Owner's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the Indemnitees in performing the work.

The Owner recognizes that participation in the program does not constitute any representation or promise of any cost savings or results of any nature whatsoever and the customer hereby fully releases the Indemnitees from any and all claims or liability in connection with the program or the acts of the Indemnitees relating to the program.

X

Customer Name

X

Date

X

Property Address