



San Diego County
Water Authority

CUSTOMER AUTHORIZATION – HOLD HARMLESS FORM Sustainable Landscape Program Site Inspection

Customer Name: _____

Address: _____ City: _____ Zip: _____

Phone # _____ Alternate Phone #: _____

Email: _____

Water Authority Member Agency: _____

Inspector Name: _____ Phone: _____

The San Diego County Water Authority's (Water Authority) Sustainable Landscape Program (Program) offers an incentive to eligible customers (Customer) within its service area who replace existing, water-intensive turf grass with alternative, water-efficient landscaping, and incorporate sustainable landscape practices. By signing below, Customer acknowledges an intent to participate in the Program for the property address referenced above (Property) and gives Water Authority, its member agencies, and its contractors permission to be on the property for the sole purpose of conducting an onsite inspection as required by the Program's SLP Incentive Requirements and Terms and Conditions. Inspection may include verifying existing turf, confirming existing in-ground irrigation system is operational at time of inspection, measuring proposed project area to determine potential rebate amount, measure rainwater capture and detention areas, photographing existing site conditions and/or landscape to document proposed project area, checking water pressure, and other Program-related activities.

Customer agrees that Water Authority, its member agencies, and its contractors shall not be liable for damages to the Property or claims resulting from conducting an onsite inspection. Water Authority, its member agencies, and its contractors assume no responsibility for the possible legal establishment of any property/boundary lines or water rights.

Customer agrees to hold harmless, defend and indemnify Water Authority, its member agencies, and its contractors (and each member of their Boards of Directors and their officers, employees, agents and subcontractors) (Indemnitees) from any liability, damages, and claims of any kind (including attorney's fees and costs) arising out of, or in connection with Program activities.

In consideration of the possible benefits from the inspection, I HEREBY RELEASE, DISCHARGE from all liability Water Authority, its member agencies, and its contractors (and each member of their Boards of Directors and their officers, employees, agents and subcontractors) (collectively "Indemnitee"). Furthermore, I agree to defend, indemnify, and hold the Indemnitees harmless from any loss, liability, expense, damage to any person or property (collectively "Claims") arising out of the inspection; provided however, that my duty to hold harmless, defend and indemnify does not include Claims arising from the sole negligence or willful misconduct of an Indemnitee.

RECORDS RELEASE

The owner, or water account holder, of the Property allows Water Authority, its member agencies, and its contractors to obtain water use records from three years prior to the project to ten years after project implementation for Project research and promotional purposes for the Property. Participant agrees that the Water Authority may use the Project address and/or photos/images of the Project in Program-related advertising, publicity, and promotion through various media (videos, print, web, and other forms of media) in perpetuity. By applying for an incentive in this program, information listed on your applications may be subject to public disclosure pursuant to the California Public Records Act.

AGREED AND ACCEPTED:

The individual(s) executing this Agreement represent and warrant that they have legal capacity and authority to do so on behalf of their respective legal entities.

Customer Name (Print)

Customer Signature

Date