

## **Customer Participation Agreement**

### **Irvine Ranch Water District**

### **Smart Timer Distribution Program**

The Smart Timer Distribution Program (“Program”) is a partnership between the Irvine Ranch Water District (“District”) and the Moulton Niguel Water District. The District and Moulton Niguel Water District are sometimes referred to as “Agencies” or “Agency.” The goal of the Program is to provide customers with a simple, time-saving approach to Smart Timer installation and achieve measurable water savings. Customers receive: (i) an irrigation system audit, (ii) up to two Smart Timers, (iii) the option to self-install or receive installation of the Smart Timer(s) (iv) programming instruction by a landscape professional (“Contractor”) or a landscape professional of his/her own choosing, and (v) training on the operation and maintenance of the device(s). The audit, programming instruction and training will be provided by a Contractor selected for the Program by the District. District customers who choose to participate in the Program (“Applicant”) will have the option to hire Contractor to install the Smart Timer(s) at a price that has been negotiated by District, to hire a landscape professional of his/her own choosing, or to self-install. The anticipated benefits of this Program are reduced water use, improved irrigation efficiency, and money savings on the water bills.

**Program Eligibility Requirements** Applicants are required to meet certain criteria in order to participate in the Program. Eligibility requirements will include, but are not necessarily limited to, the following, as determined from time to time in the sole discretion of the Agencies:

1. Applicant must be a residential customer of District in good financial standing. (No delinquencies on District bills in the last 12 months.)
2. Applicant must own the home located at the service address requesting the Smart Timer.
3. Applicant must not have received a prior rebate for turf removal, synthetic turf, or Smart Timers.
4. Applicant must currently have an existing in-ground irrigation system and non-weather-based automatic sprinkler timer installed at the property.
5. Applicant must have live irrigated landscape of 1,300 square feet or larger (subject to change by District).
6. Applicant is limited to 2 Smart Timers per service address.
7. Applicant will be required to be present during the landscape audit when the Contractor will make a determination if Applicant qualifies for the Program and installation of the Smart Timer and also receive instruction and training from Contractor on programming and maintenance of the Smart Timer device. Applicant will have the

option to: (i) hire Contractor to install the Smart Timer(s); (ii) self-install; or (iii) hire a third party contractor of his/her own choosing to perform the installation.

8. Applicant must consent to receive a pre-installation irrigation system audit, as well as post-installation verification. (Any Applicant not allowing a post-installation verification may be subject to a reimbursement fee applied to their monthly water bill equal to the cost of the Smart Timer and installation charge.)

9. Applicant shall provide District and Contractor, all as defined herein, with the right of ingress and egress to and from Applicant's property and access to Applicant's property for the pre-installation audit, post-installation verification and access to Applicant's irrigation system including, but not limited to, electrical lines and outlets, Wi-Fi internet access, irrigation lines, valves and sprinkler heads ("Irrigation System").

10. Applicant further consents to monitoring of the Smart Timer(s) through data which is collected and reported back to District. District will have the right to make use of such data for any purpose, subject to District's privacy policy for Smart Timer data collection.

Pre-Installation Irrigation System Audit Prior to installation of the Smart Timer at the service location, Applicant shall allow Contractor to inspect and audit the service location to confirm the site satisfies the minimum eligibility requirement of the Program. Contractor will make a determination in the audit whether the proper installation and operation of the Smart Timer is possible at the service location. Pre-installation procedures are listed below.

1. Applicant will be contacted by Contractor to schedule the irrigation audit of the existing system and installation eligibility of the Smart Timer. At the appointed date and time, Contractor will meet Applicant at Applicant's service address and perform the irrigation audit.

2. If Contractor determines that the property does not qualify for the Program, Applicant will have 60 days to make the necessary repairs and corrections and may then contact Contractor for a follow-up appointment to reconsider the eligibility determination. Site conditions that may prevent participation in the Program include, but are not limited to, broken irrigation lines, broken sprinkler heads, broken nozzles, broken valves, or the absence of Wi-Fi.

Eligibility for Smart Timer If the irrigation system audit concludes that Applicant is eligible for a Smart Timer, then Applicant will be required to acknowledge his or her approval of the terms of the Program in writing and Contractor will provide the following:

1. At the request of Applicant, Contractor will perform the installation of the smart timer(s) for the fee of \$165 to be paid by the customer either at the time of application or the time of the audit.

2. Certain Smart Timers require an enclosure if placed outdoors. If the wiring and outlet for the timer is outdoors, an enclosure will be provided by Contractor.

3. The Agencies will not pay for, nor be responsible for, sub-standard work. District's Conservation staff will perform quality control inspections after Smart Timers are installed and programmed to insure proper installation and programming.
4. Contractor will provide training to Applicant on how to program and maintain the Smart Timer. Contractor will leave with Applicant a copy of manufacturers' warranty documentation, user manual for the Smart Timer, phone number for technical assistance and/or product malfunction.
5. Applicant agrees to operate and maintain the Smart Timer for at least 4 years or reimburse District the full amount of the device. Proper use of the Smart Timer requires the device to be connected to the Internet at all times via a Wi-Fi connection provided by Applicant and Applicant consents to the collection of data from the Smart Timer by District. Said reimbursement may be made by adding the amounts due and owing to Applicant's account with the District. Proper use of the Smart Timer requires the device to be connected to the Internet at all times via a Wi-Fi connection provided by Applicant and Applicant consents to the collection of data from the Smart Timer by District for a period of 4 years. Upon expiration of said 4-year period, Applicant's consent will be required for further collection of data.

#### Applicant Responsibility

1. Participation in the Program is voluntary. Regular supervision of landscape water use or the day-to-day operation of the installed equipment remains the responsibility of Applicant.
2. The Smart Timer will be programmed with default or estimated scheduling criteria based on a professional assessment of the existing landscape. To ensure appropriate water is applied to the landscape, Applicant is responsible for fine-tuning and adjusting all Smart Timer scheduling criteria including but not limited to: plant type, climate exposure, soil type, root depth, precipitation rate, irrigation efficiency, and degree of slope.
3. Upon installation, ownership and operation of the new Smart Timer and all peripheral equipment becomes the responsibility of Applicant. The controller(s), replaced by the Smart Timer(s), along with any and all existing mounting components will remain with Applicant. Applicant will be responsible for properly disposing of the removed materials.

Agreement By signing below and participating in the Program, you ("Applicant") agree to all of the terms in this Customer Participation Agreement and applicable policies and documents of the Agencies which apply to this Program, as said materials may be revised from time to time.

1. You agree that any and all equipment, including the Smart Timer(s), ("Equipment"), which you obtain through the Program, shall be deemed to be solely owned by you and are

not the Agencies' property. The Agencies do not make any representation or warranty as to the condition or performance of the Equipment.

2. You agree that you are solely responsible for the proper installation, operation, maintenance and repair of your irrigation system and the Equipment received through this Program. You agree that it will be your responsibility to contact the product manufacturer, distributor or installer for any assistance or regarding any defect, failure of performance or warranty.
3. You understand that you are solely liable for any damage to you and your property and any other person(s) or property(ies) which may be caused by the installation, maintenance, operation or repair, improvement, alteration or use of the Equipment.
4. You agree that the Agencies have no liability associated with your voluntary participation in this Program.
5. You understand that the Agencies do not endorse, recommend or make any representations as to specific brands, products, contractors or dealers nor do they guarantee material or workmanship.
6. You agree to waive and release the State of California, the Agencies and their respective officers, agents and employees from, and agree to indemnify, defend and hold the Agencies and their respective officers, agents and employees harmless from, any and all claims and causes of action, damages, injuries or other liabilities related to or arising out of the installation, improvement, alteration, use, maintenance or repair of the Equipment distributed as part of this Program, or any other activities in connection with this Program. Such indemnification may include, for example and not by way of limitation, alleged liability or damages in connection with you or third parties. You acknowledge that you may wish to consult an attorney in regard to the terms of this Agreement and that your participation and execution of this Agreement are completely voluntary.
7. You agree that it is your responsibility to keep the Smart Timer(s) connected to the Internet via a local Wi-Fi network and that District has the right to collect and use data from the Smart Timer(s).
8. You understand that the Contractor has been selected to conduct the audit for Agencies and any use of the Contractor for installation is at your sole risk and expense. Agencies are not responsible for the acts of Contractor or its personnel while present on your property.
9. Where funding from the State of California is provided for the Program, you agree to allow the State of California the right to inspect the work being performed under this Agreement and any subcontracts at any and all reasonable times during the term of the District's agreement with the State to obtain grant funding for the Services.

Checked box indicates that Applicant will not receive a Smart Timer at this time. \_\_\_\_\_  
initial here

Name of Applicant: \_\_\_\_\_

Service Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_