

Moulton Niguel Water District
Smart Sprinkler Timer Direct Installation Program
Customer Participation Agreement

The Smart Sprinkler Timer Direct Install Program ("Program") is offered by Moulton Niguel Water District ("District") to provide customers with professional installation of a Smart Sprinkler Timer to improve irrigation efficiency and reduce water use. Program participants ("Participants") will receive:

- A required pre-installation irrigation system assessment ("Pre-Assessment"),
- Up to two Smart Sprinkler Timers at no cost,
- Professional installation and programming by the District's contractor ("Installation Contractor"); and,
- Training for using and maintaining the device(s).

The expected benefits of this Program include reduced water use, improved irrigation efficiency, and lower water bills.

Program Eligibility Requirements

Applicants must meet certain requirements to participate. The District will determine eligibility at its discretion. Requirements include, but are not limited to:

1. Applicant must be a residential District customer in good financial standing, with no delinquencies in the past 12 months.
2. Applicant must own the home at the service address.
3. The service address must not have previously received a Smart Sprinkler Timer rebate or incentive.
4. Applicant must have a working in-ground irrigation system and a non-weather-based automatic sprinkler timer.
5. Applicant must have live landscaped areas and meet minimum landscape size requirements set by the District.
6. Applicant must meet minimum average monthly water use requirements set by the District.

Program Participation Requirements

1. A service address may receive up to two (2) Smart Sprinkler Timers.
2. Applicant must be present during the Pre-Assessment and installation.
3. Applicant must receive on-site training about the Smart Sprinkler Timer programming and maintenance from the Installation Contractor.

4. Applicant must agree to both a Pre-Assessment and a post-installation verification. If a Participant refuses the post-installation verification, the District may charge the full cost of the timer(s) and installation to the Participant's water account.
 5. Applicant must provide reasonable access to the property for assessment, installation, and follow-up inspections.
 6. IRS Form 1099 Requirement: If the total value of equipment and installation you receive through this Program is \$2,000 or more, the IRS requires the District to issue you a Form 1099. If this applies to you, you must submit a completed IRS Form W-9 (providing your Social Security Number or Tax ID). Your name on the W-9 must match the name on your water account. To submit your W-9, visit: <https://mnwdca.seamlessdocs.com/f/SmartTimerW9/admin>. Your Social Security Number is collected solely for tax reporting purposes and is kept confidential pursuant to the Federal Privacy Act of 1974 (42 U.S.C. § 405(c)(2)(C)) and will not be shared outside the Program.
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Pre-Assessment Requirements

After enrollment and before installation, the Participant must allow the Installation Contractor to inspect the property and irrigation system to confirm eligibility. The contractor will determine whether the Smart Sprinkler Timer can be properly installed and operated.

1. Participant will schedule the Pre-Assessment and installation through the online scheduling system or by coordinating directly with the Installation Contractor.
 2. At the appointment, the Installation Contractor will complete the Pre-Assessment. If the site does not qualify, the Participant will have up to 60 days to make repairs and request a follow-up visit. Examples of conditions that may prevent participation include, but are not limited to broken irrigation lines, damaged sprinkler heads or nozzles, faulty valves, and/or lack of Wi-Fi connectivity.
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Installation of Smart Sprinkler Timer(s)

If the site qualifies, the Installation Contractor will install the Smart Sprinkler Timer(s) while the Participant is present.

1. The Installation Contractor will only perform work covered by the Program and will not accept payment from the Participant unless approved in writing by the District.
2. If a timer is installed outdoors and requires an enclosure, one will be provided at no additional cost to the customer.
3. The Installation Contractor will provide training to the Participant on programming and maintaining the Smart Sprinkler Timer, and will also supply warranty information, user manuals, and contact information for phone support.
4. The District, or its consultant, may schedule an appointment with the Participant to perform a post-installation inspection to ensure proper installation and programming.

5. The Smart Sprinkler Timer will initially be programmed based on professional estimates, observations, and horticultural best practices including plant type, soil conditions, sun exposure, slope, and irrigation efficiency, to ensure proper watering.

Participant Responsibilities

1. Participation in the Program is voluntary. Participant remains responsible for monitoring water use and daily operation of the irrigation system.
2. Participant is responsible for adjusting settings if needed.
3. After installation, the Smart Sprinkler Timer and related equipment become the Participant's responsibility. Any removed equipment will remain with the Participant, who is responsible for proper disposal.
4. If the Participant requests to remove the Smart Sprinkler Timer within 90 days of installation, then the Installation Contractor will remove it and reinstall the original timer.
5. The Participant is responsible for operating and maintaining the Smart Sprinkler Timer(s) for at least five (5) years. If the Participant removes, disables, or no longer uses the Smart Sprinkler Timer(s) then the Participant may be required to refund all or a portion of the full cost of the equipment and installation. The timer must remain connected to Wi-Fi, if applicable.

Agreement

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

1. By signing below and participating in the Program, you ("Participant") agree to all the terms in this Customer Participation Agreement and applicable policies and documents of the District which apply to this Program, as said materials may be revised from time to time.
2. You understand and agree that the District reserves the right, at its sole discretion, to modify, suspend, or discontinue the Program, in whole or in part, or to revise any of its terms, requirements, or incentives at any time. The District will make reasonable efforts to provide notice of material changes; however, such notice is not guaranteed.
3. The District retains sole discretion to determine Program eligibility, equipment selection, installation scope, scheduling, and all other Program-related decisions. All such determinations are final.

4. In the event of Program modification, suspension, or termination, the District shall not be liable for any costs, damages, or losses incurred by the Participant, except as otherwise required by law.
5. You agree that any and all equipment that you obtain through the Program shall be deemed to be solely owned by you and is not the District's property. The District does not make any representation or warranty as to the condition or performance of the equipment, nor the condition of any landscaping. 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.
6. You understand that you are solely liable for any damage to person(s) or property(ies) which may be caused by the installation, maintenance, operation, or repair of the equipment.
7. You agree to allow the District to collect device usage data for at least five years to evaluate Program effectiveness.
8. You agree that the District has no liability associated with your voluntary participation in this Program.
9. You understand that the District does not endorse, recommend or make any representations as to specific brands, products, contractors or dealers nor does the District guarantee material or workmanship.
10. You further agree to indemnify, defend and hold harmless the District from and against any and all damages, injuries or other liabilities related to the use, installation, 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.