



## Moulton Niguel Water District Rebate Program Rules

1. Customer must confirm device is on the rebate list before making the purchase(s).
  2. Water efficient device(s) must be new and installed in the MNWD customer's residence or commercial property prior to submittal of an application. Customer must be current account holder or current property owner and reside at the property where rebate(s) are requested; service address. Resale devices; devices leased, rebuilt, rented, received from warranty insurance claims, or won as a prize; or new parts installed in existing devices, do not qualify.
  3. Customer must complete the rebate application after purchasing and installing the water efficient device(s).
  4. Applications must be received within 6 months of the purchase date printed on the sales receipt to be eligible for a rebate.
  5. Purchase verification:
    - a) **Customer must attach original proof of purchase such as an invoice or receipt** that includes: retailer name, business address and phone number; itemized description of each product, including manufacturer, product make and model number(s); purchase date; date of delivery or installation date. If applicant does not pay a water bill to Moulton Niguel Water District, then they must provide a copy of their tax bill or grant deed to show ownership of the property.
    - b) For online purchases - Customer must print and attach the order confirmation (that includes the information above under a)); the original signed and dated delivery confirmation sheet.
- \*\*NOTE: PHOTO COPIED RECEIPTS WILL NOT BE ACCEPTED**
6. MNWD is not responsible for items lost or destroyed in the mail/transit.
  7. If necessary, a MNWD Conservation Representative may need to visit the customer's residence or commercial property to verify the installed item(s) that have been purchased before a rebate is issued. Rebates will not be issued if the customer refuses a verification inspection.
  8. MNWD will issue rebate checks.
  9. Rebate amount will be up to the "Rebate Amount" and "Maximum Rebate Amount" as set forth in the Rebate Program documents, but in no case will the rebate amount exceed the cost of the device(s) excluding sales tax, shipping and installation.

10. Funding is limited and submitting a rebate application does not guarantee customers will receive a rebate. Rebates will be issued on a first-come, first-serve basis until funding is exhausted.
11. Rebate program rules and guidelines, including water efficiency devices and rebate amounts, are subject to change.
12. By submitting the rebate application, the customer agrees that the selection, purchase, installation and ownership/maintenance of the item(s) listed in the application are the customer's sole responsibility, and that the supplier or installer of these item(s) is not a representative or agent of MNWD, and that the installation and use of the item(s) does not guarantee reduced water use. MNWD makes no warranty whether expressed or implied, including warranty of merchantability or fitness for any particular purpose, use, or application, of the item(s) or contracted services the customer selects under the MNWD Rebate Program.
13. **RELEASE OF CLAIMS AND INDEMNIFICATION:** By submitting the rebate application, the customer agrees that MNWD has no liability whatsoever concerning:
  - a) the quality, safety and/or installation of the item(s), including their fitness for any purpose use, or application;
  - b) the estimated cost savings, or reduced water use that may be realized, or not, from the item(s);
  - c) the workmanship of any third parties;
  - d) the installation or use of the item(s) including, but not limited to, effects of indoor or outdoor pollutants; or any other matter with respect to the MNWD Rebate Program.

By participating in the MNWD Rebate Program and accepting the rebates provided, the customer thereby releases the Moulton Niguel Water District, and its contractors and agents from any and all claims and causes of action that may arise out of the customer's purchase, installation, and/or use of water efficient devices or of turf removal in connection with the MNWD Rebate Program. The quality of work, and appearance of any converted turf area, is the responsibility of the customer. Any and all claims or causes of action the customer may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to the customer may only be pursued with the contractor hired by the customer, or the appropriate manufacturer/distributor.

The customer is responsible for ensuring that their project complies with all applicable federal, State of California and local laws, as well as applicable CC&Rs and/or HOA restrictions. Further, the customer agrees to indemnify, defend and hold harmless the Moulton Niguel Water District, and its' directors, officers, employees, contractors and agents from all liability and claims of any kind arising out of or related to the purchase, installation, and use of water efficient devices, or turf removal, in connection with the MNWD Rebate Program.