



COMMERCIAL NATURESCAPE TURF REMOVAL REBATE PROGRAM
CUSTOMER PARTICIPATION AGREEMENT

Please carefully read the Instructions, Eligibility Requirements, Criteria, Terms and Conditions, Changes to the Program, Release of Claims and Indemnification, and Agreement below.

PARTICIPATION INSTRUCTIONS

1. Applicant must submit a complete Turf Removal Rebate Program (TRRP) application to Municipal Water District of Orange County (MWDOC).
2. Applicant must additionally submit a complete Commercial NatureScape Turf Removal Rebate Program (NatureScape) application to Moulton Niguel Water District (MNWD).

ELIGIBILITY REQUIREMENTS

Applicants are required to meet certain criteria to participate in the complete program which is comprised of both the TRRP and NatureScape (collectively referred to as the Program). Eligibility requirements will include, but are not necessarily limited to the following, as determined from time to time, at the sole discretion of MNWD:

- Eligibility for the TRRP portion of the Program will be determined by MWDOC and eligibility for NatureScape will be determined by MNWD.
- Applicant must submit a complete NatureScape application to MNWD, and a complete TRRP application to MWDOC for Applicant to be eligible for the Program and additional funding for the Applicant’s project (Project).
- The Program is available for Commercial, Multi-Family Residential, Homeowner Association, and Public Agency sites.
- Projects must be within the MWND service area and receive water service from MNWD.
- Applicants must be current MNWD customers at the installation address listed on the Application and be in good standing with MNWD.
- Projects must meet all eligibility requirements of the TRRP and NatureScape to qualify for this Program.

CRITERIA FOR NATURESCAPE QUALIFIED PLANTS AND LANDSCAPE IMPROVEMENT DESIGN PLAN

- Qualifying plant selections are subject to approval by MNWD.
- Qualifying plant selections shall be native to California, or adapted to Southern California’s climate, or be from a similar Mediterranean summer-dry climate.
- Qualifying plant selections shall be designated as Very Low Water Use or Low Water Use within the coastal Southern California region.
- Typical sources for identifying plants that qualify include but are not limited to: Water Use Classification of Landscape Species produced by University of California, Davis <https://ccuh.ucdavis.edu/wucols> ; Calscape Garden Planner produced by the California Native Plant Society <https://calscape.org/> ; Western Garden Book produced by Sunset.
- The Landscape Improvement Design Plan (Plan) shall contain a map that denotes the entirety of the proposed Project area(s).

Commercial NatureScape Turf Removal Rebate Program – Customer Participation Agreement

- The Plan shall contain a plant legend with a corresponding detailed and quantified plant list with plant photographs to make plants identifiable to an inspector during the Post-Installation Inspection. The list must identify each plant by botanical name, common name or cultivar as specified in Division 18, Chapter 5, Article 7, Section 53481 of the Food and Agricultural Code.
- The Plan shall clearly denote plant hydrozones. Project area hydrozones shall not be mixed with any plants of a water use greater than Low. Plants should be grouped within hydrozones based on water use requirements (Very Low Water Use or Low Water Use).
- The Plan should contain a variety of different plants. Projects shall not contain only one single plant type throughout the Project (e.g., 1:1 replacement of turfgrass with *Dymondia margaretae* “Silver Carpet” or *Lippia nodiflora* “Kurapia”).
- Plants and material must additionally meet all criteria of the TRRP.

PROGRAM TERMS AND CONDITIONS

- Program is effective on, and retroactive from, March 4, 2024. All Applications must have been received on or after March 4, 2024.
- All Terms & Conditions of the TRRP additionally apply to this Program.
- Application Forms are available online.
- Participation in the Program is voluntary.
- Since funding is limited, participation in the Program is limited and available on a first-come, first-served basis to eligible Applicants until funding is depleted or the Program ends, whichever occurs first. Submitting an Application Form does not guarantee a Project will receive a rebate. If funding is exhausted, or the Program ends, prior to issuing your rebate check, your Project will not receive a rebate.
- By applying for a rebate under this Program, personal information listed on the Application Form may be subject to disclosure to requesting parties pursuant to the California Public Records Act, since Application Forms are generally considered public records. However, MNWD will not disclose any information that MNWD is required by law to keep confidential.
- The plants replacing turfgrass must be a Program-qualifying type (See CRITERIA FOR NATURESCAPE QUALIFIED PLANTS set forth above).
- Applications must be complete and are subject to review for accuracy, including all necessary documentation and proof of purchase. Failure to complete an Application fully and accurately may result in rejection or delay of qualification for the Program.
- Applicant should submit a completed Application and signed Customer Participant Agreement to MNWD prior to the Pre-Installation Inspection.
- Applicant should submit a Plan to MNWD prior to the Pre-Installation Inspection.
- MNWD will review the Plan for compliance with these Terms and Conditions.
- Applicant shall submit all required documentation, including Application, Customer Participant Agreement, and Plan, to MNWD prior to the Post-Installation inspection to be eligible for additional rebate funding under NatureScape.
- Rebate amount is limited to \$1.00 per square foot of turf removed and replaced with NATURESCAPE QUALIFIED PLANTS, or up to the cost of the Project less TRRP rebate, whichever is less. Rebate amounts are limited to the current per-meter or per-site maximum square feet area as stated within the TRRP. Rebate amounts and maximum areas are subject to change without advance notice.

Commercial NatureScape Turf Removal Rebate Program – Customer Participation Agreement

- Applicants may participate more than once; however, rebate frequency is limited to the terms as stated in the TRRP.
- Applicants may withdraw a submitted Application Form at any time by notifying MNWD in writing.
- MNWD reserves the right to inspect and verify the completed Project satisfies these Terms and Conditions. If the completed Project cannot be verified the rebate may be canceled.
- The final rebate is dependent on the eligible, completed Project area measured during the Post-Installation inspection and verified as satisfying these Terms and Conditions. In the case that portions, parts, or sections of a Project do not satisfy these Terms and Conditions, MNWD reserves the right to adjust the rebate amount in part or in whole.
- MNWD shall make the final determination that a Project satisfies the requirements of the Program.
- Rebate funds under NatureScape will be administered by MNWD, and rebate funds under TRRP will be administered by MWDOC. Total rebate funds will be consolidated and distributed as a single rebate payment from MWDOC.
- All disputes concerning Application Forms and administration of this Program shall be subject to determination by MNWD staff. Such determination shall be final.

CHANGES TO THE PROGRAM

Notwithstanding any other provision in this Program to the contrary, MNWD reserves the right to:

- Cancel this Program or individual rebates at any time.
- Revise the amount of funds available for the Program, or individual rebates.
- Amend the Program or individual rebates.
- Reject any or all Application Forms received in response to this Program.

RELEASE OF CLAIMS AND INDEMNIFICATION

You agree to waive and release MNWD and its respective officers, consultants and employees from, and agree to indemnify, defend and hold MNWD and its 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 any activities under the Program. MNWD makes no representation or warranty regarding whether, or to what extent, the Project will result in water savings or the ultimate health or lifespan of any plantings.

AGREEMENT

Applicant acknowledges that they freely accept these Terms and Conditions. By signing the Application Form and the Customer Participation Agreement, and participating in the Program, you (“Customer” or “Applicant”) agree to all of the Eligibility Requirements, Criteria, Terms and Conditions, Release, and Changes as set forth in: these Terms and Conditions; the Application Form; the Customer Participation Agreement; and applicable policies and documents of MNWD which apply to this Program, as said materials may be revised from time to time. If any provision of this Agreement, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall remain in full force and effect.