

Save Water on Your Irrigation
A Free Outdoor Landscape Water Assessment
Provided By



Chino Basin Water Conservation District

For Customers Within District Boundaries

Receiving Water Service from:

City of Chino

City of Chino Hills

City of Ontario

City of Upland

Cucamonga Valley Water District

Monte Vista Water District

San Antonio Water Company

In cooperation with:

Inland Empire Utilities Agency



Chino Basin Water Conservation District

DISTRICT LANDSCAPE EVALUATION AND AUDIT AGREEMENT

This Agreement is entered into by the CHINO BASIN WATER CONSERVATION DISTRICT (hereafter referred to as the "District") and _____ (hereafter referred to "Participant") to further their mutual desire to use water resources wisely on the real property identified below (hereinafter referred to as the "Property").

THE DISTRICT AGREES TO:

- Provide information and technical and other types of assistance and guidance (as may be available through the District) to identify problems on the Property and to advise Participant as to the possible protection, improvement and/or development of soil, water, and related resources on the Property.
- Develop, if deemed appropriate by the District, a conservation plan for the Property that records recommended alternatives and Participant decisions.

THE PARTICIPANT AGREES TO:

- Allow District, its directors, administrators, employees, representatives, contractors, and agents, full access to the Property for all purposes related to the evaluation, review, and analysis of the Property as provided in this Agreement.
- Consider conservation recommendations provided by the District.
- Make every reasonable effort to apply mutually agreed to measures, following recommended specifications (or conservation plan, if applicable).
- Help the District to evaluate and document accomplishments by observing the effects and value of conservation applications, informing the District about the results obtained and permitting recognition through various media.
- Authorize the water provider to the Property to furnish the District access to the historical water consumption on the Property and to future water use records for a period of not less than five years.
- Notify District staff when the Property is sold.

P.O. Box 2400 - 4594 San Bernardino St., Montclair, CA 91763-0900

Phone: (909) 626-2711 - Fax (909) 626-5974

www.cbwcd.org

Email: LandscapeAudit@cbwcd.org

DISTRICT LANDSCAPE EVALUATION AND AUDIT AGREEMENT

THE PARTICIPANT FURTHER AGREES TO:

- Represent and warrant that he/she is owner of the Property and/or is duly authorized to execute this Agreement and to bind the Property in the manner set forth herein.
- Release the District from any and all liability as follows: Participant, on behalf of himself/herself and his/her descendants, ancestors, dependents, heirs, executors, administrators, agents, servants, employees, representatives, assigns, and successors, hereby fully releases and discharges District and its directors, administrators, assigns, agents, employees, representatives, and successors (each a "Releasee" and collectively the "Releasees") from any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits, and costs of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated (collectively "Claims"), which Participant and his/her above-mentioned successors now have or may hereafter have or claim to have against District and its above-mentioned Releasees arising out of or related to the Property, this Agreement, and the reasonable exercise by District and its above-mentioned Releasees of the rights granted herein; specifically excluding, however, Claims arising out of, in connection with, or resulting from the sole or active negligence or willful misconduct of any Releasee. This release, notwithstanding Section 1542 of the California Civil Code, which provides that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor," shall act as a full release by Participant and his/her above-mentioned successors of any and all Claims that may arise against District and/or its above-mentioned Releasees regarding the above whether such Claims are currently known, unknown, foreseen, or unforeseen. Participant understands and acknowledges the significance and consequence of such specific waiver of Section 1542, and hereby assumes full responsibility for any resulting liabilities.
- Hold the District harmless from all Claims as follows: Excepting the sole negligence or willful misconduct of the District, the Participant shall indemnify the District and each of the Releasees against, and hold them free of and harmless from, all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits, and costs of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, arising out of or related to the Property, and/or any and all acts or omissions on the part of Participant and/or his/her agents, contractors, consultants, and employees, and/or this Agreement and the reasonable exercise by District and its above-mentioned Releasees of the rights granted herein, and defend the District and each of the Releasees from any suits or actions at law or in equity for damages, and pay all court costs and counsel fees in connection therewith.

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IT IS FURTHER AGREED THAT:

- The District assumes no responsibility for the legal establishment of any property or boundary lines, water rights, or acreage.
- This Agreement does not constitute an application for cost sharing.
- This Agreement shall be effective on the date of the last signature below. This Agreement will remain in effect until cancelled in writing by either party. Notwithstanding any such cancellation, the provisions contained in the second and third pages of this Agreement shall survive.

Signature _____ Date _____
Print Name: _____ Title _____
Company Name: _____
Address: _____
Phone: _____ Fax: _____ Email _____

Participating Property Location(s):

Address: _____
City: _____ State: _____ Zip _____
Served by Water Agency: _____ Account # _____
Address: _____
City: _____ State: _____ Zip _____
Served by Water Agency: _____ Account # _____
Address: _____
City: _____ State: _____ Zip _____
Served by Water Agency: _____ Account # _____

For Use by Chino Basin Conservation District:

Approved

By: _____ Date: _____

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