

Save water with our Landscape Water Efficiency Consultation Program provided by



For Customers 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
Fontana Water Company

In collaboration with:
Inland Empire Utilities Agency

Board of Directors

Terrance M. King – Division 1, President
Margaret Hamilton – Division 3, Vice President
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DISTRICT LANDSCAPE WATER EFFICIENCY CONSULTATION PROGRAM 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”).

ADDITIONAL COVID 19 PROTOCOL AGREEMENTS:

- I certify that within the last 14 days I have not been exposed to anyone with nor have I tested positive for COVID 19.
- I agree that I will wear a mask while interacting with staff performing the landscape irrigation evaluation.
- I agree that I will not enter an enclosed space (garage, carport, etc.) with staff performing the landscape irrigation evaluation. You may remain immediately outside the enclosed space, but cannot be inside with staff.

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.

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, collectively, "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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party," 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 on behalf of himself/herself on behalf of his/her Successors 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 or any other relief, and pay all court costs and counsel fees in connection therewith.

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: _____			
Phone: _____		Email: _____	
Participating Property Location(s):			
Address: _____			
City: _____		State: _____	Zip _____
Served by Water Agency: _____			
Account Address: _____		Account # _____	
Account Address: _____		Account # _____	
Account Address: _____		Account # _____	
Account Address: _____		Account # _____	
For Use by Chino Basin Conservation District:			
Approved By: _____		Date: _____	

