



T.E.A.M.R.C.D.

**TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE
CONSERVATION DISTRICT AGRICULTURAL IRRIGATION
EFFICIENCY PROGRAM (AIEP) PARTICIPATION AGREEMENT AND
LIABILITY WAIVER**

TEAMRCD in cooperation with the Rancho California Water District (RCWD) has developed an Agricultural Irrigation Efficiency Program ("AIEP") for Agricultural customers. The purpose of AIEP is to enhance water use efficiency among agricultural water users within the RCWD service area through implementation of Water Use Efficiency Devices. Water Use Efficiency Devices are defined as those that have been tested by a third party such as the Center for Irrigation Technology and have been scientifically proven to enhance water use efficiency. RCWD will approve the installation of water use efficiency devices at eligible sites on a case by case basis based on cost effectiveness. The TEAMRCD will collect consumption data to evaluate whether the Water Use Efficiency Devices would effectively enhance water use efficiency, if utilized by similarly situated customers within the RCWD service area. Water consumption and irrigation system efficiency data will be collected and may be forwarded to other public agencies so that local agriculture beyond the RCWD service area may benefit. No personal identifying information will be shared with other agencies.

Your voluntary participation in Agricultural Irrigation Efficiency Program (AIEP) is appreciated. As a voluntary participant, you understand and agree by initialing at the end of each bullet point to all of the following:

- You are the registered owner, or have the legal authority to act on behalf of the registered owner, of the property within the RCWD service area located at the service address given below ("Property")._____
- You have freely volunteered to participate in AIEP. _____
- You agree to participate in a pre-installation site audit inspection, which will be conducted by an approved TEAMRCD contractor. Pre-installation site audits will be required and are provided free of charge to you. _____
- You agree to permit TEAMRCD and its approved contractors to enter onto the Property during reasonable hours for the purposes specified herein. _____
- Pre-installation site audit reports recommending specific Water Use Efficiency Devices for irrigation system retrofits will be provided to you by the approved TEAMRCD contractor, and you agree that recommendations contained in these reports will serve as a guide for completing a Project Application. _____
- You agree to **NOT** proceed with installation of Water Use Efficiency Devices until receiving written approval from RCWD. _____
- You agree to participate in a post-installation site audit inspection, which will take place following the installation of Water Use Efficiency Devices. Post-installation site audits will be required and are provided free of charge to you. _____
- **You are responsible for a portion of the costs associated with the Water Use Efficiency Devices to be installed at the property. Labor costs are NOT included in the AIEP.** RCWD will pay for pre and post-installation site audits plus 50% of approved equipment costs up to an amount determined by RCWD. **You will pay the remaining 50% of the equipment costs plus tax and any labor required for installation. RCWD's share of equipment costs will be reimbursed to you as a credit on your water bill.**
- **You agree to provide receipts for all Water Use Efficiency Devices approved for reimbursement.** No reimbursement will be provided if no receipts are submitted to RCWD. _____
- All costs associated with equipment installed, but not approved in writing by RCWD, are your responsibility. _____
- You assume ownership of and responsibility for the operation and maintenance of any Water Use Efficiency Devices installed through AIEP upon completion of installation. _____
- TEAMRCD and RCWD and its contractors will not be held liable for pre-existing conditions associated with the Property, your existing irrigation system(s), or damages related to or arising out of those pre-existing conditions. _____
- You waive any claims, known or unknown, and shall hold harmless RCWD and its contractors from any damages or liability that may arise from the installation, operation and ownership of the Water Use Efficiency Devices. _____
- Neither TEAMRCD, RCWD nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership of the Water Use Efficiency Devices or your participation in AIEP. _____
- You permit RCWD to monitor and analyze your water consumption through monthly billing data, share the collected data with other Public Agencies, and publish reports using the collected data so other public agencies can benefit. **No personal identifying information will be published.** _____
- This Agreement is enforceable in accordance with California law. _____

· **Congratulations on your decision to participate in the RCWD AIEP Program as per this agreement.**
– Agreement Continues on Next Page / Signature Required –



TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

**AGRICULTURAL IRRIGATION EFFICIENCY PROGRAM (AIEP)
PARTICIPATION AGREEMENT AND LIABILITY WAIVER**

I understand and agree to all of the foregoing.

Signature Date

Print Name Daytime Phone

Property Owner Address

Service Address

Account Number