



RCWD Account No: _____

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH

RANCHO CALIFORNIA WATER DISTRICT

CropSWAP Program and Liability Waiver

The Rancho California Water District (RCWD) has developed a **CropSWAP** program for Agricultural customers. The purpose of **CropSWAP** (Sustainable Water for Agricultural Production) is provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through approved District-wide water supply reliability. The overall principle of the **CropSWAP** Program is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

TEAM RCD will collect consumption data and inspect the designated property to provide to the RCWD who will determine if the crop and property qualifies for the **CropSWAP** program. 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 the CropSWAP program 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 **CropSWAP**. _____

*You agree to participate in a pre-conversion site inspection, which will be conducted by an approved TEAM RCD contractor. Pre-conversion inspections will be required and are provided free of charge to you. _____

*You agree to permit TEAM RCD and its approved contractors to enter onto the property during reasonable hours for the purposes specified herein. _____

*Pre-conversion site inspection reports recommending specific irrigation system retrofits will be provided to you by the approved TEAM RCD 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 removal of trees, groves or already existing crop until receiving written approval from the RCWD to proceed with the **CropSWAP** program_____

*You agree to participate in a post-conversion installation site inspection which will take place following the installation of your converted crop. Post-Conversion site inspections by TEAM RCD will be required and are provided free of charge to you._____

*You are responsible for all costs upfront for purchasing of new crop, installation, planting and labor in meeting the requirements of the CropSWAP program. Upon the completion of conversion and post-conversion inspection by TEAM RCD, the Rancho California Water District (RCWD) will then review the inspection reports and upon approval will provide the appropriate and agreed upon financial reimbursement for the completed conversion_____

*If necessary you agree to provide receipts for all costs affiliated with your installation and conversion process. No reimbursement will be provided if no receipts are submitted to RCWD if requested_____

*All costs associated with equipment or crop installed, but not approved in writing by RCWD, are your responsibility._____

*You assume ownership of and responsibility for the operation and maintenance of the crop converted from the original crop which will include best management practices of your irrigation system_____

*You understand and agree that through signature of the Participation Agreement with the RCWD, that you or future purchasers of the property will maintain the converted crop for 10 years_____

*TEAM RCD and RCWD and its contractors will not be held liable for pre-existing conditions associated with the Property, your existing irrigation systems, crop issues or damages related to or arising out of those pre-existing conditions._____

*You waive any claims, known or unknown, and shall hold harmless RCWD, TEAM RCD and its contractors from any damages or liability that may arise from the installation, operation and ownership as a result of the **CropSWAP** program._____

*Neither TEAMRCD, RCWD nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership in the **CropSWAP** program or your participation in the program._____

*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 CropSwap Program as per this agreement.

-Agreement Continues on Next Page/Signature Required

**TEMECULA-ELSINORE-ANZA RESOURCE CONSERVATION DISTRICT
IN PARTNERSHIP WITH RANCHO CALIFORNIA WATER DISTRICT
CropSWAP PROGRAM**

I understand and agree to all of the foregoing.

Signature/Date

Print Name/Daytime Phone

Property Owner /Address

Service Address and RCWD Account Number:
