

Smart Timer Distribution Workshop Program

TERMS & CONDITIONS

Please carefully read the Instructions, Requirements, Terms and Conditions, Content, and Release of Claims and Indemnification below.

PARTICIPATION INSTRUCTIONS

- Please complete all sections of the Application Form. Failure to fully and accurately complete the Application Form may result in rejection or delay of qualification for a Smart Timer ("Device") under this Smart Timer Distribution Workshop Program ("Program").
- In order for the Smart Timer to be issued to you, all Program requirements must be met.

ELIGIBILITY REQUIREMENTS

- The installation address must be in the Mesa Water District (Mesa Water®) service area (you may visit MesaWater.org/Service_Area to determine if you are within the Mesa Water service area). The installation address or property must currently receive water service from Mesa Water.
- Applicant must be a current Mesa Water customer of record at the installation address listed on the application.
- Smart Timers are available for the Customer of Record for residential properties.
- To be eligible, properties must currently have a landscaped area served by a functioning automatically operated irrigation system and a functioning automatic irrigation controller installed at the time of Application Form submission.
- All installation projects must comply with any applicable Federal, State, and local laws as well as applicable CC&Rs and/or HOA restrictions.
- The installation address' water account must meet the minimum yearly average consumption requirements as stipulated by Mesa Water.

PROGRAM TERMS & CONDITIONS

- Since funding is limited, this offer is limited and available on a first-come, first-served basis to eligible participants until funding is depleted or the Program ends, whichever occurs first. Submitting an Application Form does not guarantee you will receive a Smart Timer. If funding is exhausted, or the Program ends, prior to issuing your Smart Timer, you will not receive a Smart Timer through this program. However, customers may instead purchase a Smart Timer separately and may be eligible to instead receive a rebate through the currently administered local or regional water efficiency rebate program.
- The provided product(s) must be installed and remain within the Mesa Water service area at all times.
- By applying for a Smart Timer in this Program, personal information listed on your 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, Mesa Water will not disclose any information that Mesa Water is required by law to keep confidential.
- Written or verbal notice of cancellation by customer should be received by Mesa Water at least seventy-two (72) hours prior to the start of the workshop.
- Application Forms are only available online at MesaWater.org/SmartTimer.
- Applications must be complete and are subject to reviews for accuracy, including all necessary documentation.
- Program is effective on January 1, 2020. All applications must have been received on or after January 1, 2020.
- Required documentation, including Application Form, must be received within 30 days of the date of application to be eligible for the Program. Post-mark dates are not accepted.
- Customers may receive up to two Smart Timers; however, the Program is limited to one measure or device type per address. If a customer has already received a Smart Timer, or a rebate for a Smart Timer, for their address, they cannot claim any additional devices or rebates for the same device or measure type.
- Mesa Water reserves the right to verify and inspect provided devices. If installation cannot be verified, the customer must either return the device(s) or reimburse Mesa Water for the cost of the device(s) which has a retail value of \$279.99 plus tax. Mesa Water reserves the right, in its sole discretion, to require the customer to return the device(s) if they are not installed within 30 days after participant gains possession of the device.
- Email addresses provided on the application may be used to communicate additional available rebates or programs.
- Devices will be provided only to the Customer of Record directly. Third parties or contractors are not eligible for this Program.
- Renters may be eligible to participate. Renter's name must be on water bill.
- Mesa Water® is not responsible for any taxes that may be imposed as a result of your receipt of the device(s).
- All disputes concerning Application Forms and administration of this Program shall be subject to determination by Mesa Water. Such determination shall be final.

CONTENT & RECORDING

- Content: This information is provided solely for informational purposes. Although Mesa Water has used reasonable efforts to assure its accuracy, no representation is made that the contents are free from error or suitable for use for any particular purpose. Content of workshops and other program information is general in nature and not guaranteed or warranted to provide solutions to any specific situation. Mesa Water assumes no responsibility for use of, or reliance on, this information by any party and advises such parties to discuss any decisions for actions related hereto with their own advisors and experts. Mesa Water is not responsible for the views, interpretations, or recommendations made in any program, which reflect the positions of the presenters.
- Seminars: Seminar content and speakers are subject to change without notice. Space is limited, and all seminars are offered on a space-available basis. Mesa Water reserves the right to cancel any seminar. In the event of such cancellation, Mesa Water has no responsibility for non-refundable or other costs incurred by attendees in anticipation of any seminar. Attendees must be 18 years of age or older unless previously approved by Mesa Water.
- Audio/Video Recording: This event may be scheduled for Audio/Video recording which may be distributed for future use by Mesa Water, in its sole discretion and may include use by third parties. By reading this disclaimer you agree that you have been fully informed of your consent to recording, waiver of liability, and release to allow use of your voice, name, and image, without compensation, before entering the event. Should you not agree to the above, you must sit in the area designated as outside of the recording view and not allow your voice to be recorded.
- Participation in a Study: If selected, customer agrees to participate in a program measurement and evaluation study by Mesa Water and/or an authorized third party. This type of study is used to analyze current program performance and improve future programs. Personally identifiable information will not be published or made publicly available.

RELEASE OF CLAIMS AND INDEMNIFICATION

Mesa Water makes no representation or warranty regarding the contracted services or devices that you may receive under this Program. Mesa Water does not endorse any particular product, manufacturer, or service discussed and does not represent that any goods or services are fit for any purpose or use. Installation and use of a Smart Timer (Weather Based Irrigation Controller) cover does not guarantee reduced water use. By submitting an Application Form, applicant waives and releases Mesa Water District and its contractors and agents, including but not limited to Metropolitan Water District of Southern California and Municipal Water District of Orange County, from any and all claims and causes of action that may arise out of the installation or use of qualified devices and products. Mesa Water is responsible for operating and enforcing the terms and conditions of the Program. You, as the Program participant, are responsible for ensuring that your Project complies with all applicable Federal, State and local laws, as well as applicable CC&Rs and/or HOA restrictions. Quality of work and appearance of the product(s) are the responsibility of the participant. Further, you agree to indemnify, defend and hold harmless Mesa Water, and its directors, officers, employees, contractors and agents from all liability and claims of any kind arising out of or related to your receipt, installation, and use of Smart Timers in connection with this Program.

CHANGES TO THE PROGRAM

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

- Cancel this Program or individual distributions of Smart Timers at any time.
- Revise the amount of funds available for the Program, or individual recipients.
- Amend the Program or individual recipients; and/or
- Reject any or all Application Forms received in response to this Program.

WITHDRAWAL OF APPLICATION FORM

Applicants may withdraw a submitted Application Form at any time by notifying Mesa Water in writing at the address in the Application Form.