

## Non-Residential Grass Removal Incentive Program

### Terms and Conditions:

1. To qualify to receive an incentive, application must meet eligibility requirements, incentive funds must be reserved prior to starting conversion process, all incentive guidelines and eligibility requirements must be met and are subject to change or cancelation at any time, and all required documentation must be submitted to complete the application process.
2. The City of Phoenix makes no representation and provides no warranty or guarantee with respect to Applicant's participation in the Non-Residential Grass Removal Incentive Program.
3. Incentive amounts of are based on availability of funds at time of application approval and issuance of incentive check.
4. The Non-Residential Grass Removal Incentive Program is designed to be a permanent change to landscaping. Applicant agrees that grass will not be reinstalled while ownership of the property is maintained. Applicant may be required to refund the entire incentive amount, or a portion thereof, in the Water Services Department's sole discretion, if program requirements and/or Terms and Conditions are violated. These Terms and Conditions will cease upon transfer of ownership to an unrelated party.
5. Incentive applications must be complete and are subject to verification and review for accuracy, including all required documentation.
6. The City of Phoenix is not responsible for any taxes, fees or tariffs that may be imposed on Applicant as a result of participation in the Non-Residential Grass Removal Incentive Program.
7. Notwithstanding any other Terms and Conditions, in no event shall the City of Phoenix, its agents, employees, elected or appointed officials, contractors or subcontractors, be liable regardless of whether any claim is based on contract or tort or caused by negligence of the City of Phoenix or its officers, directors, employees, agents, or otherwise, for any special, consequential, indirect or incidental damage, arising out of or in connection with this Non-Residential Grass Removal Incentive Program or the activities or services performed in connection with it. Applicant further agrees to release and hold harmless, to the greatest extent allowed by law, the City of Phoenix from claims of any kind that may arise out of the performance of the Non-Residential Grass Removal Incentive Program.
8. Applicant ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Non-Residential Grass Removal Incentive Program. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether

Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of participation in this Non-Residential Grass Removal Incentive Program, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents. The obligations of Indemnitor under this provision survive the termination or expiration of this Non-Residential Grass Removal Incentive Program.

9. One incentive payment to Applicant will be issued per approved application. By submitting an application and participating in this Non-Residential Grass Removal Incentive Program, Applicant warrants that Applicant has not received any other assistance or incentive for the same property site that is the subject of the application. A completed Form W-9 must be received along with the required application documents to receive an incentive more than \$600. The name on the W-9 must match the name on the incentive and required application documents. The Internal Revenue Service requires recipients receiving \$600 or more in incentives to receive an IRS Form 1099 unless exemptions apply.
10. By submitting an application, Applicant certifies the information and documentation submitted is accurate. The Water Services Department reserves the right to determine whether incentive is authorized and payable throughout the Non-Residential Grass Removal Incentive Program time frame up until the incentive is issued.
11. The Water Services Department reserves the right to use photos for any purpose.
12. Applicant is solely responsible for complying with all federal, state and local laws, regulations, codes, policies, conditions, covenants and restrictions that may apply and for any and all liabilities arising out of the Non-Residential Grass Removal Incentive Program. Applicants are encouraged to consult any applicable covenants, conditions, and restrictions (CC&Rs) or neighborhood Homeowner's Association (HOA) regulations that may apply prior to submitting an application. The quality, maintenance, and appearance of the conversion are the exclusive responsibility of Applicant.
13. The Terms and Conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this Non-Residential Grass Removal Incentive Program and supersede all prior representations or understandings, whether written or verbal. City of Phoenix shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. City of Phoenix reserves the right to change or cancel this Non-Residential Grass Removal Incentive Program, its procedures, requirements, incentive amounts or its Terms and Conditions at any time without notice. If any part of these Terms and Conditions is held invalid, Applicant agrees that the remainder shall continue in full force and effect under the laws of Arizona.
14. By submitting an application and voluntarily participating in the Non-Residential Grass Removal Incentive Program, Applicant certifies that Applicant has read, understands and agrees to these Terms and Conditions and is duly authorized to do so and sign on behalf of Applicant.

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_