

Customer Participation Agreement
Moulton Niguel Water District
Smart Timer Direct Installation Program

The Smart Timer Direct Install Program (“Program”) is being offered by Moulton Niguel Water District (“District”) to provide customers with a simple, time-saving approach to Smart Timer installation and achieving measurable water savings. Program participants (“Participants”) receive a pre-installation irrigation system assessment (“Pre-Assessment”), up to two free Smart Timers, free professional installation and programming of the Smart Timer(s) by a landscape professional (“Installation Contractor”), and training on the operation and maintenance of the device(s). The anticipated benefits of this Program are reduced water use, improved irrigation efficiency, and money savings on customer water bills.

Program Eligibility Requirements

Program applicants (“Applicants”) are required to meet certain criteria in order to participate in the Program. Eligibility requirements will include, but are not necessarily limited to, the following, as shall be determined in the District’s discretion:

1. Applicant must be a residential customer of District in good financial standing. (No delinquencies in the last 12 months.)
2. Applicant must own the home located at the service address requesting the Smart Timer.
3. Applicant must not have received a prior rebate for a Smart Timer.
4. Applicant must currently have an existing in-ground irrigation system and non-weather-based automatic sprinkler timer installed at the property.
5. Applicant must have live, irrigated landscape.
6. Applicant must meet the minimum eligibility requirements stipulated by the District as part of the Program.
7. Applicant is limited to a maximum of two (2) Smart Timers per service address.
8. Applicant consents to be present during the Pre-Assessment and installation of the Smart Timer(s); additionally, Applicant consents to receive training from Installation Contractor on programming and maintenance of the Smart Timer(s).
9. Applicant consents to receive a Pre-Assessment, as well as a post-installation verification.(Any Participant who refuses to receive a post-installation verification will be subject to a

reimbursement fee applied to their monthly water bill equal to the cost of the Smart Timer(s) and all installation charges.)

10. Applicant shall provide the District and Installation Contractor with the right of ingress and egress to and from the service location and access to the service location for the Pre-Assessment, post-installation verification, and access to Applicant's irrigation system including, but not limited to, electrical lines and outlets, Wi-Fi internet access, irrigation lines, valves and sprinkler heads (Irrigation System).

Pre-Assessment Requirements

After successfully enrolling in the Program and prior to installation of the Smart Timer(s) at the service location, Participant shall allow Installation Contractor to inspect and assess the service location and Irrigation System to confirm the service location satisfies the minimum eligibility requirements of the Program. Installation Contractor shall determine whether the proper installation and operation of the Smart Timer(s) is possible at the service location. Pre-Assessment procedures are listed below.

1. Participant will utilize the online automatic scheduling system or coordinate with Installation Contractor to schedule the Pre-assessment and installation of the Smart Timer(s).
2. Water conservation rebates are considered taxable income by the IRS; the District is therefore obligated to process 1099 tax forms for all Participants who receive \$600 or more in District-operated rebate program benefits (includes benefits derived from both the Smart Timer Program and the NatureScape Program) in a calendar year. Because participation in the Smart Timer Program could provide a Participant with more than \$600 of benefit, Participant is required to fill out the IRS W-9 Form found at this link: <https://mnwdca.seamlessdocs.com/f/SmartTimerW9/admin>. The W-9 form will be encrypted for the Participant's security and protection. At the end of the calendar year, the District will generate 1099 tax forms for Program Participants who received more than \$600 in benefit; the 1099 tax forms will be submitted to the IRS and subsequently issued to Participants. Participants must submit a complete and accurate W-9 tax form prior to their scheduled Smart Timer installation date. Failure to submit a completed W-9 tax form in a timely manner may result in delay or cancellation of the installation appointment and/or disqualification from the Program.
3. At the time of the scheduled appointment, Installation Contractor will perform a Pre-Assessment of Participant's landscape and Irrigation System. If Installation Contractor determines that the service location does not qualify for the Program, Participant will have 60 days to make the necessary repairs and corrections and may then contact Installation Contractor for a follow-up appointment to reconsider the eligibility determination. Site conditions that may prevent participation in the Program include, but are not limited to, broken irrigation lines, broken sprinkler heads, broken nozzles, broken valves, or the absence of Wi-Fi.

Installation of Smart Timer

If the Pre-Assessment concludes that Participant meets the eligibility criteria, Installation Contractor will install the Smart Timer(s) with Participant in attendance.

1. Installation Contractor will not conduct any work outside of the standard installation scope of the Program or receive any form of payment from Participant for work as a result of this Program, unless authorized in advance and in writing by the District.
2. Certain Smart Timers require an enclosure if placed outdoors. If the wiring and outlet for the timer is outdoors, a free enclosure will be provided by the Installation Contractor.
3. The District's Water Efficiency staff or a District consultant will conduct a post-installation verification which will include quality control inspections after the Smart Timer(s) is/are installed and programmed in order to ensure proper installation and programming.
4. Installation Contractor will provide training to Participant on how to program and maintain the Smart Timer. Installation Contractor will provide Participant with a copy of the manufacturers' warranty documentation, user manual for the Smart Timer(s), and a phone number for technical assistance and/or product malfunction.
5. Participant agrees to operate and maintain the Smart Timer(s) for at least 4 years or reimburse District the full amount of the device, including installation costs. Proper use of the Smart Timer(s) requires the device to be connected to the Internet at all times via a Wi-Fi connection provided by Participant. Participant consents to the collection of data from the Smart Timer by District for a minimum period of 4 years.
6. Installation Contractor will uninstall the Smart Timer(s) and reinstall the original controller if requested by Participant within 90 days of installation.

Participant Responsibility

1. Participation in the Program is voluntary. Regular supervision of landscape water use or the day-to-day operation of the installed equipment remains the responsibility of Participant.
2. The Smart Timer(s) will be programmed with default or estimated scheduling criteria based on a professional assessment of the existing landscape and Irrigation System. To ensure an appropriate amount of water is applied to the landscape, Participant is responsible for fine-tuning and adjusting all Smart Timer(s) scheduling criteria including but not limited to: plant type, climate exposure, soil type, root depth, precipitation rate, irrigation efficiency, and degree of slope.
3. Upon installation, ownership and operation of the new Smart Timer(s) and all peripheral equipment becomes the responsibility of Participant. The controller(s), replaced by the Smart Timer(s), along with any and all existing mounting components will remain with Participant. Participant will be responsible for properly disposing of the removed materials.

WARRANTY PROCESS

Note: Installation Contractor is Synergy Companies ("Synergy")

Synergy Warranty Process	Description
Warranty Coverage	No-hassle 1-year warranty on labor and 3-year warranty on material to be free from manufacture defects. Rachio provides a 4-year warranty.
Conditions that may Void Coverage	The Synergy warranty inspector reviews all seemingly unreasonable claims and makes a judgment on a case by case basis.
Retrieval of Damaged and/or Defective Merchandise	Synergy retrieves all damaged and defective merchandise from the premises where installed. This is not the customer's responsibility.
Effective Date of Warranty	Date of installation
Warranty Period Tracking	Customer installation dates are recorded and accessible to customer service technicians through the Synergy Database for reference.
Manufacturer Unit Tracking	Bill of sale or bill of lading for each Synergy order is used for manufacturer unit tracking.
Normal Business Hours for Warranty Calls and Service	Monday - Friday 8AM - 5PM Emergency: Monday – Sunday 24 Hours
Contact Information for Warranty Questions and Service	Phone: 800-818-4298 Web: www.synergycompanies.org
Warranty Process	Program customer reaches Synergy's Technical Service Department through phone or web inquiry. The Technical Service Department representative retrieves the customer's information in the Synergy database. An appointment is scheduled for warranty service as soon as possible with an assigned Synergy technician in the field. Each record in the Synergy database is assigned a specific program. This feature allows for differentiation between programs facilitating faster customer service, program specific reports, and invoicing.

Agreement

By signing below and participating in the Program, you ("Participant") agree to all of the terms in this Customer Participation Agreement and applicable policies and documents of the District which apply to this Program, as said materials may be revised from time to time.

1. You agree that any and all equipment, which you obtain through the Program, shall be deemed to be solely owned by you and are not the District's property. The District does not make any representation or warranty as to the condition or performance of the equipment nor the condition of any landscaping.
2. You agree that you are solely responsible for the proper installation, operation, maintenance and repair of your Irrigation System and the equipment received through this Program.
3. You understand that you are solely liable for any damage to person(s) or property(ies) which may be caused by the installation, maintenance, operation, or repair of the equipment.
4. You agree that the District has no liability associated with your voluntary participation in this Program.
5. You understand that the District does not endorse, recommend or make any representations as to specific brands, products, contractors or dealers nor does the District guarantee material or workmanship.
6. You further agree to indemnify, defend and hold harmless the District from and against any and all damages, injuries or other liabilities related to the use, installation, maintenance or repair of the equipment distributed as part of this Program, or any other activities in connection with this Program. Such indemnification may include, for example and not by way of limitation, alleged liability or damages in connection with you or third parties. You acknowledge that you may wish to consult an attorney in regard to the terms of this Agreement and that your participation and execution of this Agreement are completely voluntary.

Name of Applicant: _____

Service Address: _____

Account Number: _____

Signature: _____