



## Weather Based Irrigation Controller REBATE APPLICATION

### 50% Off Purchase Price, Up to \$100

EFFECTIVE March 1, 2019 WHILE FUNDING LASTS. Must be an EPA WaterSense® labeled model. Limit (1) per Board of Water Supply account.

## Board of Water Supply Terms and Conditions

### 1) Rebates:

Subject to these Terms and Conditions, Board of Water Supply, City and County of Honolulu (“the Program”) will pay rebates for qualifying devices. Rebate value calculated using original pre-tax cost of device only. Rebate value to round up to the nearest penny. Total rebate amount shall not exceed \$100.

### 2) Eligibility:

- a) An “Applicant” is a Board of Water Supply, City and County of Honolulu account holder. Rebates are awarded only to an eligible Account Holder. The Account Holder can reassign the rebate payment to another Payee in Step 2. Applicants are ultimately responsible for compliance with these Terms and Conditions.
- b) “Qualifying Devices” are those weather-based irrigation controllers that are identified in the program applications and associated materials. To qualify for the rebate, the brand and model must be LISTED on the EPA WaterSense® website or when paired with an EPA WaterSense® labeled add-on or plug-in device. Qualifying controllers and add-on or plug-in devices can be found at [www.epa.gov/watersense/product\\_search](http://www.epa.gov/watersense/product_search). All equipment must be new, meet Program specification requirements and be fully operable prior to rebate payment. Controllers that are not EPA WaterSense® labeled may still qualify for rebate if paired with EPA WaterSense® labeled add-on or plug-in device. EPA WaterSense® labeled add-on or plug-in device must be included on sales receipt.
- c) Incomplete applications or applications with missing supporting documents will be returned unprocessed.
- d) Rebate application must be received within sixty (60) days of purchase date, unless otherwise specified in the application itself.
- e) Device must be installed to receive rebate.
- f) Limit (1) per Board of Water Supply account.
- g) Online and in-store purchases qualify.

### 3) Installation Verification and Data Collection:

- a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to rebate payment, at any time after receipt of applications and up to five (5) years after payment of rebates.
- b) The Applicant must provide reasonable access to the facility, the equipment and related documentation and data.
- c) The Program may install metering devices on equipment for Program data collection, measurement and verification purposes, with owner's approval.

### 4) Compliance:

The Applicant is responsible for abiding with all applicable laws, rules, and regulations and for complying with all federal, state and local codes. Rebate Program participants receiving \$600 or more in combined rebates will be issued an IRS Form 1099 unless exemptions apply. Social Security numbers may be requested at a later date and are held in confidence under terms of the Privacy Act.

### 5) Program Availability:

**Payment of rebates is not guaranteed and is subject to the availability of funds.**

### 6) Publicity:

Applicant gives Board of Water Supply and its administrator Honeywell Smart Energy permission to use Applicant's name, likeness, image, voice, and/or appearance, as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Board of Water Supply activities. I agree that the Board of Water Supply program and Honeywell Smart Energy have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Board of Water Supply program's mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Applicant acknowledges that they will not receive any compensation, etc. for the use of such pictures, etc., and hereby release the Board of Water Supply program and Honeywell Smart Energy and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

### 7) Disclaimers:

- a) The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of rebates.
- b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any water or cost savings. Any questions and/or issues regarding the system and any warranty should be addressed with the manufacturer.
- c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
- d) The Program does not endorse any particular market provider, manufacturer, product, labor, or system design by offering these rebates.
- e) The Program does not guarantee that funding will be available for payment of rebates until this application is approved. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding is unavailable.

### 8) Indemnification and Limits of Liability:

- a) Applicant agrees to indemnify, hold harmless and defend the Program and the Program's administrators, overseeing entities, successors, licensees, assigns, agents, contractors, employees, officers and directors (collectively, “Indemnified Parties”) from any and all liability, claims, losses, damages, deaths or injuries including reasonable attorneys' fees and costs, whether in law or equity, now known or unknown, from now until the end of time, which the Applicant, his/her heirs, representatives, executors, administrators or any other persons acting on the Applicant's behalf or behalf of the Applicant's estate have or may have been reason of, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Applicant's project.
- b) In no event shall either the Program or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

### 9) Entire Agreement:

The entire agreement between the Applicant and the Program is composed of an approved, fully-executed application, these Terms and Conditions and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as required.

*The Board of Water Supply's conservation program touches on several ways in which individuals, families and organizations can do their part to help conserve and preserve Oahu's water supply.*