## Upper San Gabriel Valley Municipal Water District (Upper Water) | Residential Plant Voucher Program Participant Terms and Conditions

- 1. Plant vouchers are offered on a first-come, first-served basis and are available until all designated vouchers are distributed or the Upper District discontinues the program.
- To qualify for a voucher, a program participant must provide a copy of a recent water bill for the
  residential site where voucher plants will be planted. Water bill must show site address and water bill
  account number.
- 3. Interested program participants must apply online at <a href="https://upperwater.org/residential-plant-voucher-program-2/">https://upperwater.org/residential-plant-voucher-program-2/</a> to determine program eligibility and, if qualified, have a plant voucher issued.
- 4. A plant voucher must be presented for redemption before purchasing plants. Vouchers cannot be redeemed for plants purchased before the issue date listed on the plant voucher.
- 5. Plant vouchers must be redeemed by the expiration date listed on the voucher. Voucher expires and is no longer redeemable after the date listed on the plant voucher. Vouchers will not be renewed after expiration.
- 6. There is a limit of one (1) plant voucher per water bill account address for a period of 5 years from the date of issuance.
- 7. Plant vouchers are only redeemable at a designated partnering nursery that has been approved for program participation by Upper Water.
- 8. Plant vouchers are only redeemable for plants included on the Upper Water's list of "Plant Voucher Qualifying Plants".
- 9. The plant voucher may be redeemed for up to \$250 worth of qualifying plants. Vouchers are not redeemable for cash and cannot be resold, transferred, or exchanged.
- 10. If the cost of purchased plants exceeds the redeemable value of the plant voucher, the program participant is responsible for paying the difference between the purchase price of the plants and the value of the plant voucher.
- 11. If the purchase amount of plants is less than the value of a plant voucher, the residual credit balance will be void and not valid for redemption at a future time.
- 12. Plants obtained with a voucher must be installed at the residential address provided by the applicant when applying online for the plant voucher.
- 13. Plants obtained with a voucher must be installed within sixty (60) days from the date the voucher is redeemed.
- 14. The Upper Water, Metropolitan Water District of Southern California, and/or assigned third party(ies), may choose to do a site visit to verify plant installation and may choose to take photographs of the plants and/or property where plants are installed. Access to the installed plants must be provided.
- 15. This program is subject to change or termination without prior notice.
- 16. If the name of the program participant is different from the name listed on the water bill for the listed installation address, additional documentation showing the program participant's name and the plant installation address may be requested.
- 17. Selection, purchase, installation and ownership/maintenance of any/all plants obtained with the voucher are the sole responsibility of the program participant.
- 18. Any plant(s) obtained with a voucher are not eligible for exchanges or returns.
- 19. Upper Water does not warrant, endorse, or assume liability for the quality or performance of the plants and/or designated partnering nursery(ies).
- 20. By applying for a voucher in this program, personal information listed on your application may be subject to disclosure to requesting parties pursuant to the California Public Records Act.
- 21. If plant installation(s) at the participant's address cannot be verified, the applicant may be required to refund the voucher amount.
- 22. Email addresses provided on the application may be used to communicate about additional available programs.
- 23. Applicants are responsible for meeting all program requirements and for checking with state/county/city governments and homeowner's association (if any) in the area regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation.
- 24. Upper Water has no liability whatsoever concerning: (1) the quality, safety and/or installation of any plants or products obtained through the plant voucher program; (2) the estimated water or energy savings of any plants obtained through this voucher program; (3) the workmanship of any third parties involved in the sale, provision, and/or installation of plants obtained with a program voucher; (4) any other matter with respect to this rebate program, including, but not limited to, any tax liability incurred by a program participant in connection with the program
- 25. Upper Water and its contractors are not responsible for materials lost or destroyed in the mail or in transit.