

CWLP'S Rain Barrel Rebate Program

Terms & Conditions

1. Eligibility: CWLP will provide rebates in the form of bill credits to eligible customers (defined below) for the purchase and installation of a rain barrel, subject to these Terms and Conditions. **a) A qualifying** rain barrel is defined as a new barrel, with a minimum capacity of 50 gallons, installed after April 1, 2014. Only one rebate per household or business location is allowed. **b) Eligible** customers are directly metered water customers of CWLP under Rate 10, 11, and 12, with no accounts past due more than 33 days. CWLP Rebates are awarded to eligible customers only for barrels installed in the location identified on this application. Applicants are ultimately responsible for compliance with all Terms and Conditions. Government entities, except K-12 schools, are not eligible for a rebate under this program.

2. POST-INSTALLATION VERIFICATION: CWLP reserves the right to inspect any rain barrel installation for which a rebate application is submitted. Applicant must comply with verification request or will forfeit eligibility for any rebate under this program.

3. REBATE AMOUNTS: **a) One** rebate is allowed per CWLP service address. The maximum rebate per rain barrel is \$25. The rebate amount will match the pre-tax invoice amount for the rain barrel cost only, not to exceed the maximum of \$25.

4. REBATE PAYMENT: **a) Applications** for rebate may be submitted upon completed installation of the rain barrel. All applications must be accompanied by a legible copy of the purchase receipt documenting the customer's full name, installation address, date of purchase, size of barrel and purchase price. (In the absence of this information on the receipt, please print this information on it.) Applications must be received within one year of installing the rain barrel. CWLP will process rebate payments, in the form of a bill credit, upon receipt of a completed Rain Barrel Rebate application and supporting documentation. Allow 6-8 weeks for rebate processing.

5. PROGRAM CHANGES/ CANCELLATION: **a) CWLP** may change the program requirements, rebates, or Terms & Conditions at any time without notice, including suspending acceptance of rebate applications or terminating the program. **b) Submission** of a completed rebate application does not guarantee the customer a rebate. **c) Rebates** under this CWLP program are offered on a first-come, first-served basis and are subject to customer eligibility as outlined in these Terms and Conditions, and the availability of funds.

6. PUBLICITY OF CUSTOMER PARTICIPATION: CWLP may wish to publicize information relating to customer participation in the program, including such data as projected water savings and rebate amount. CWLP will make all efforts to obtain customer permission before making such information public.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION: **a) CWLP** liability under this rebate application will be limited to the rebate amounts specified on this rebate application. CWLP

shall not be liable to the customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this rebate application. By participating in this program, Customer agrees to waive any claims and fully releases CWLP from any damages of any kind. **b) Customer** hereby irrevocably and unconditionally waives any right such party may have to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this application or the transactions contemplated by this application. **c) The** Customer shall protect, indemnify, and hold harmless CWLP from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against CWLP arising out of or relating to the performance of this rebate application.

8. NO WARRANTIES: **a) CWLP** does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services. CWLP is not liable or responsible for any act or omission of any contractor. The customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc. **b) CWLP** is not responsible for verifying that the installation of the rain barrel is proper or complies with any particular laws, codes, or industry standards.

9. CUSTOMER MUST PAY ALL TAXES: Rebates received by the customer under this rebate program may be taxable by the federal, state, and local government. The customer is responsible for declaring and paying all such taxes.

10. MISCELLANEOUS: **a) The** entire agreement between the customer and CWLP is composed of a signed rebate application and these Terms and Conditions. **b) Paragraph** headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. **c) The** Customer acknowledges that the only individuals authorized to bind CWLP under this rain barrel rebate program are CWLP staff.

d) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. **e) If** a dispute arises out of, or relates to this application, or the breach thereof, the dispute will be settled through negotiation. Otherwise, resolution of disputes concerning these Terms and Conditions, or any other requirement of this application or condition of rebate, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Illinois. **f) Customer** shall not assign any rights it may have under this rebate application without the prior written consent of CWLP. Any assignment in violation hereof shall be deemed null and void.