

# EMWD HIGH EFFICIENCY TOILET DIRECT INSTALLATION PROGRAM PARTICIPANTS RELEASE AND WAIVER AGREEMENT

Please print in black ink for each property.

Fill out all boxes except shaded boxes.

Group # _____	CWCC# _____
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## 1 PARTICIPANT INFORMATION

Name (last, first): \_\_\_\_\_ , \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Unit: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  Owner  Tenant

Day Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Eve. Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

How you heard of the Program:  Friend  Water Bill  Mail  CWCC Visit  Website  Other

## 2 WORKSITE INFORMATION

Property Owner/Tenant (last, first): \_\_\_\_\_ , \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_ City: \_\_\_\_\_

State: CA Zip Code: \_\_\_\_\_ Water Company: \_\_\_\_\_ Account #: \_\_\_\_\_

Day Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Eve. Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Total # toilets in home: \_\_\_\_\_ , Total # toilets to be changed: \_\_\_\_\_

\*(Optional ADA handicap toilets available for \$38.00 per toilet cost to the customer. # of ADA requested: \_\_\_\_\_)

Type of Property:  Single Family Dwelling  Condominium  Town House  Mobile Home

## 3 PROPERTY OWNER RELEASE AND WAIVER

In return for the installation, or the attempt thereof, of High Efficiency Toilets (HET) at the worksite listed above, at no charge to me (except for optional ADA handicap toilets\*), the cost of which has been paid by Eastern Municipal Water District and Metropolitan Water District, pursuant to the participation of the owner/tenant(s) at the above address in the Eastern Municipal Water District Program:

I, \_\_\_\_\_ have read and understand the RELEASE AND WAIVER and TERMS AND CONDITIONS on the back page, and agree to all of the statements therein, and acknowledge the possibility of receiving more than one brand HET.

I CERTIFY THAT I am the owner/legal representative of the property at the above listed worksite and that all given statements are true and correct to the best of my knowledge.

\_\_\_\_\_

**SIGNATURE** of owner or legal representativeDate

## 4 TENANT RELEASE AND WAIVER

I, \_\_\_\_\_ (TENANT) certify that I am the legal tenant of the property at \_\_\_\_\_ (PRINT NAME of tenant)

the above listed worksite, I have read and understand the RELEASE AND WAIVER and TERMS AND CONDITIONS as stated on the back page, and agree to be bound by the statements therein.

\_\_\_\_\_

**SIGNATURE** of tenantDate

Data Entry By: \_\_\_\_\_ Date: \_\_\_\_\_

# Eastern Municipal Water District High Efficiency Toilet Direct Installation Program ("Program")

## RELEASE AND WAIVER :

- A. District and California Water Conservation Co. (CWCC) do not guarantee that the installation of HETs will result in lower water bills.
- B. Property owner(s) and tenant(s), on behalf of himself/herself/itself/themselves and their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns acknowledge that CWCC is an independent contractor and not an agent of the District.
- C. CWCC and District are not responsible for pre-existing conditions that may impair or prevent the installation of the HETs.
- D. California Water Conservation Co. (CWCC) and District are not responsible for pre-existing conditions that may impair or prevent the installation of the HETs. Callback services for the material and labor warranties are provided by CWCC for ninety (90) days following the date of installation. Refer to Product and Labor Warranty sheet for more detailed information. **All warranty-related inquiries should be directed to CWCC at Toll Free Tel. number (888) 878-6818 or (951) 956-2181.**
- E. Property owner(s) and tenant(s) on behalf of himself/herself/itself/themselves and their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (including successor owners of the property) waive and release and agree to defend, indemnify, and hold harmless the District, Metropolitan Water District of Southern California, CWCC and their respective officers, directors, agents, employees, affiliates, representatives, successors and assigns (collectively, "Indemnities") from any and all loss, damage, or liability resulting from participation in the Program, including, but not limited to, any loss or liability arising out of the HET installation or use, except to the extent said injuries or damages are caused by the willful misconduct or gross negligence of Indemnities.

## TERMS AND CONDITIONS :

1. Toilets installed prior to January, 1994 are eligible for replacement under this Program.
2. High Efficiency Toilets (HETs) will be installed, where eligible, at no cost to the owner(s) or tenant(s) of the property except when the participant requests ADA handicap model for a cost of \$38.00 per unit.
3. HET installers shall have access to the WORKSITE as necessary to install all feasible HETs. Participants shall provide a responsible adult to remain present at all times during the installation process.
4. Participants agree to allow and accompany a District representative on site to perform a post-installation inspection of the HET installation(s).
5. California Water Conservation Co. (CWCC) and District are not responsible for pre-existing conditions that may impair or prevent the installation of the HETs.
6. District and CWCC do not guarantee that the installation of HETs will result in lower water bills.
7. HET installations are permanent, and the old replaced toilets will be removed from the WORKSITE to be disposed.
8. HETs installed at the WORKSITE as part of this Program are not eligible for any other rebate/reimbursement program.
9. Any toilets previously rebated from the District or received free of charge from the District are not eligible for replacement under this program.
10. This Program is only available for direct water customers of the Eastern Municipal Water District.

## FUNDING FOR THIS PROGRAM IS PROVIDED BY:



METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

**Mail to: CWCC 328-A Malbert St., Perris, CA 92570**