Be RainWise rebates for rain gardens & cisterns

Seattle Public Utilities

King County

Large Facility Agreement - (>3k sq ft or more)

This Large Facility Agreement made on the ___ day of _____, 20 ___, by and between Seattle Public Utilities (SPU) or King County Wastewater Treatment Division (WTD) and

_____ (Property Owner).

This Agreement establishes the understanding between SPU or WTD and the Property Owner regarding the terms and conditions governing the Property Owner's participation in SPU and WTD's RainWise Rebate Project. The Property Owner owns the property located at

_____ , Seattle, Washington (Property).

TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, SPU or WTD and the Property Owner hereby mutually agree as follows:

1. Property owner grants SPU/WTD permission to enter onto the Property at reasonable times to be arranged in advance by mutual agreement, to:
   a. evaluate whether the Property is an appropriate site for receiving a rebate for a rain garden and/ or cistern (System);
   b. inspect the final installation to determine if the System meets program standards; and
   c. monitor and evaluate the maintenance and performance of the System.
2. Property owner is responsible for choosing an appropriate location with respect to utility conflicts and proper water conveyance to and from the System.
3. This Agreement is effective as of the date entered above and will expire ten years after the date of final inspection sign off by SPU or WTD and will be for facilities grater then 3,000 sq ft or more. Facility managing roof areas smaller then 3,000 sq ft should complete the Property Agreement.
4. During the term of this Agreement, **Property Owner will operate and maintain the System** in accordance with the operation and maintenance procedures provided by SPU/WTD and exercise reasonable care to avoid interference with, damage to, or loss of function of the System. There shall be no further compensation to the Property Owner other than the promises and commitments made by SPU/WTD as part of the RainWise Rebate. Property Owner assumes the risk and agrees to hold harmless the City and County for any claim relating to the installation and operation of the System.
5. As part of the rebate program, Property Owner grants the City of Seattle and King County the irrevocable right to use photographs of their RainWise installations in all forms and media.
6. Nothing contained in this Agreement shall be construed to require the Facility Owner to alter or improve the Property or any access to the Property. Property Owner will provide prior written notice to and consult with SPU/WTD regarding any planned alterations to the Property that may

(continued)

affect System performance. (*Examples would include additions to the property that would affect roof drainage area or alterations to gutters or downspouts.*

7. During the term of this Agreement, if the Property Owner lists the Property for sale, then the Facility Owner will as soon as possible, but no later than three days after listing the Property for sale, provide written notice to SPU/WTD of Property Owners intentions to sell the Property. Facility Owner will make agents and buyers aware of this agreement via MLS Form 17, Seller's Disclosure Form.

8. All written notices or reports required under this Agreement shall be given by posting in first class mail as follows:

To SPU: Seattle Public Utilities
Real Estate Services
700 5th Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018

To WTD: King County WTD
Real Property Agent
201 S. Jackson Street
KSC-NR-0512
Seattle, WA 98104

To Property Owner: *(complete if mailing address is different than premises address)*

_____
_____
_____
_____

9. SPU/WTD reserves the right to seek damages in the event the Property Owner should fail to fulfill the obligations set forth in this Agreement.

SPU/WTD and Property Owner have executed this Agreement in duplicate, effective on the date first written above.

By: _____ **Date:** _____

Seattle Public Utilities or King County Wastewater Treatment Division

By: _____ **Date:** _____

Property Owner