

**SOUTHERN NEVADA WATER AUTHORITY
WATER SMART CONTRACTOR PROGRAM AGREEMENT**

This agreement confirms that _____ (“Contractor”) intends to participate in the Southern Nevada Water Authority (“SNWA”) Water Smart Contractor Program (“Program”). This Program provides a referral list of qualified landscape contractors to properties within SNWA member-agency jurisdictions (Las Vegas Valley Water District, City of North Las Vegas, City of Henderson, City of Boulder City, City of Las Vegas, and Big Bend/Laughlin), to assist customers who participate in SNWA’s Water Smart Landscapes Program.

Water Smart Contractor Program Requirements

SNWA’s Responsibilities:

- 1) At no cost to the Contractor, SNWA will provide promotional and advertising support of the Water Smart Landscaping Program through mediums such as, but not limited to, SNWA’s website, newsletters, news releases, vehicles decals, new homebuilder packets, and collateral materials for Contractors to promote participation in the Program.
- 2) At no cost to the Contractor, SNWA will provide a single required four-hour initial training to the Contractor and/or designee. The training content will be determined by SNWA.
- 3) At no cost to the Contractor, SNWA will provide a two-hour annual renewal training to the Contractor and/or designee. The renewal training content will be determined by SNWA.
- 4) SNWA will not provide the Contractor customer information of any of SNWA’s member agencies for the purpose of solicitation or advertisement.
- 5) At SNWA’s discretion, SNWA may solicit, collect, and publicize comments, ratings or other assessments of the Contractor’s performance from clients of participating contractors.
- 6) SNWA may suspend the Contractor from participating in the Program upon two (2) failed post-site inspections within a 12-month period. Re-activation in the Program may occur pending SNWA review and resolution of the issues that led to the suspension.



The Contractor will:

- 1) Hold all necessary licenses from all appropriate entities and governmental agencies in the state of Nevada, and applicable city and or county jurisdiction as required.
- 2) Warrant all such licenses are now and shall remain current and in good standing during the term of this Agreement.
- 3) Promptly notify SNWA of the revocation or suspension of any licenses described above.
- 4) Obtain any and all permits or authorizations required to design and/or install landscaping and/or irrigation.
- 5) Retain sole and principal responsibility for any and all landscape and irrigation designs and installations performed by subcontractors of Contractor pursuant to this agreement.
- 6) Agree to apply the Water Smart Landscape Program Standards, described in Exhibit 1 to this agreement, to all customers participating in the SNWA Water Smart Landscape program.
- 7) Protect the property of the customer and others at the work site or in proximity of the work site. Contractor shall take all necessary precautions for the safety of employees at the work site. Contractor shall comply with all applicable provisions of federal, state, and local safety laws and regulations to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises where the work is being performed.
- 8) Be solely responsible for the resolution of all disputes between customer and Contractor. Failure to resolve disputes may result in termination of this agreement.
- 9) Upon termination of this agreement by either party, Contractor must immediately cease and desist use of the Water Smart Landscape Program name, logo and materials in Contractor's advertisements or promotional efforts.

[Signatures on following page]



SOUTHERN NEVADA WATER AUTHORITY®

I _____, acting on my own behalf or as an authorized agent for _____ (“Contractor”) confirm that all representations and statements made by me in this agreement are true and accurate to the best of my knowledge. I further verify that I understand and will adhere to the Water Smart Contractor Program Requirements.

SNWA may terminate this agreement at any time if Contractor violates the terms of the Water Smart Contractor Program Requirements. Participant or SNWA may terminate this agreement with or without cause, upon 5-days' written notice. The Contractor may not assign nor delegate any portion of this Agreement to a third party. Contractor agrees to indemnify, defend, and hold SNWA, its officers and employees harmless from any and all claims, demands, liens, actions, damages, costs, expenses, and attorney's fees based upon or arising out Contractor's negligent acts or omissions during the agreement's term. This agreement shall commence at the time of execution of the Agreement. This agreement constitutes the parties' entire understanding as to the Water Smart Contractor Program Agreement set forth above, and there are no other agreements, understandings, or restrictions among the parties other than those set forth herein.

Agreed to and acknowledged by:

Company Name: _____

Owner's Name: _____

Designee's Name: _____

C-10 License #: _____

Owner's Signature: _____ **Date:** _____

Designee's Signature: _____ **Date:** _____

SNWA representative: _____

Signature: _____ **Date:** _____



Exhibit 1

Water Smart Landscape Program Standards

1. All landscape and irrigation work performed to a contract will comply with applicable laws and codes in effect at the time of installation.
2. Contractor will ensure that the terms and conditions of the Water Smart Landscapes Program and the Water Smart Contractor Agreement are satisfied.
3. Irrigation systems (if properly maintained) can be operated according to the schedule provided by the Contractor, without creating flow or spray that leaves the property and without violating local day of the week and time of day water restriction.
4. A Certified Landscape Irrigation Auditor will be provided (as a consultant or employed on staff) upon request of the customer.
5. On all new landscape installations separate control zones (valves) will be used for each type of water delivery device: drip emitters will be operated separately from sprinklers heads.
6. Sprinkler heads for turf grass will have 4-inch or greater pop-up height. Sprinkler heads will have matched precipitation nozzles.
7. A minimum setback distance of 3-feet will be maintained between spray irrigation and all hardscapes (structures, buildings, walls, sidewalks public right of ways).
8. Design and properly install an irrigation system that will accommodate the watering demand for mature trees and shrubs.
9. Drip irrigation system shall be equipped with a pressure regulator, filter, flush end assembly and any other appropriate component. Components will be located in accessible valve boxes. The system must be free of leaks and malfunctions upon conveyance to the customer. Each drip emitter must be rated at 20 gallons per hour (gph) or less.
10. If part of the lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
11. Irrigation controllers installed by the contractor shall be equipped with "Smart" irrigation technology.
12. A seasonal water schedule shall be provided for each watering zone.
13. An owner's manual shall be provided for all irrigation controllers installed and for any other components as necessary.
14. Non-turf areas will include a minimum 2-inch layer of mulching material. All mulches and surface treatments must be permeable to air and water.
15. A 1-year written warranty shall be provided to the customer. (Terms are at the discretion of the Contractor).
16. All maintenance contracts must contain the following provisions:
 - Frequency of routine check for proper function of the irrigation system
 - Provision for repair of damaged components resulting in water waste within 24-hours of being made aware of the issue
 - Frequency of maintenance of drip irrigation components, including flushing of lines and filters
 - Programming of the irrigation controller to meet plant needs and comply with mandatory watering restrictions
 - Contractor's policy regarding water waste violation, fees incurred by the customer, and limits of Contractor's responsibility.

Agreed to and acknowledged by:

Owner Initialed _____ Date: _____