



Executive Membership Application

To begin the enrollment process, please complete this form. Please read these conditions carefully, as they are contractually binding, and [send us the completed form](#).

A Southern Nevada Water Authority (SNWA) representative will call you within 14 business days to complete your enrollment process.

By becoming a member of the **Water Smart Business** program, you recognize the importance of:

- Prioritizing consumptive water-use efficiency through increased participation in water conservation incentive programs that yield the greatest water savings
- Utilizing the internal and external communication channels of your businesses to increase awareness of water conservation programs and water use restrictions throughout your industry and employee/client bases
- Fostering greater community connection and engagement as an active participant in water conservation

Executive Membership Program Requirements

Complete an SNWA-approved water efficiency project (turf conversion, cooling tower retrofit, water-efficient fixture upgrade, etc.) prior to membership being granted. The water savings associated with the project must be equal to at least 5 percent of your business's water use for the previous calendar year.*

*Businesses that cannot feasibly complete an SNWA-approved water efficiency project may "sponsor" a project at an SNWA-approved property.

- No documented fee assessments for water waste violations or unresolved on-site leaks for the past 18 months
- Eliminate non-functional turf within initial two-year membership period
- Include conservation-related information in existing internal communications vehicles, allow SNWA displays or allow SNWA representatives to participate in member-sponsored events
- Participate in SNWA media relations activities (where feasible)
- Submit annual progress report of projects and water savings to SNWA



Membership Renewal

The initial term of a Water Smart Business member is two years. To be eligible for a renewal, Executive Members must fulfill **two or more** of the following:

- Include/facilitate water conservation-related information in internal/external communications at least once during the new membership period
- Sponsor an SNWA-approved conservation project on- or off-premise
- Initiate a pilot project that introduces water-saving technologies, such as cooling system upgrades or advanced irrigation controllers, on- or off-premise
- Attain a water efficiency certification from the Alliance for Water Stewardship, LEED or another established certifying agency
- Successfully recruit another Executive-level participant

Additionally, the member must agree to continue upholding the terms of their initial membership agreement, including the avoidance of water waste violations and/or unresolved leaks.

Terms of Program

Cancellation

Membership automatically expires two years after initial approval unless renewed.

Important deadlines

Completion, or sponsoring, of an SNWA-approved water efficiency project must be completed prior to membership announcement. Non-functional turf must be removed within 24 months of membership start date.

Authority discretion

Notwithstanding satisfaction of eligibility conditions, SNWA retains discretion to reject or delay Application approval.

Communication

You authorize the SNWA to communicate with you regarding your participation in the program; convey information about Authority programs; or conduct research. You additionally authorize SNWA to promote your involvement in the Water Smart Business Program to engage the community and new members.



Acknowledgement & Agreement

You, the Applicant, hereby acknowledge, understand and agree:

1. To complete an SNWA-approved water efficiency project prior to membership being granted, or sponsor a project at an SNWA-approved property;
2. that no documented fee assessments for water waste violations or unresolved on-site leaks have occurred in the past 18 months;
3. to immediately report to SNWA, and correct, any fee assessments for water waste violations or on-site leaks that may occur during your membership;
4. that upon the Authority's determination that you fulfilled the requirements of this Application and Agreement, Executive Membership in the Water Smart Business Program shall commence;
5. not to assign or transfer interest in this Agreement without prior written consent of SNWA. If you assign or transfer without prior written approval, the assignment or transfer shall be void, and not merely voidable;
6. this Agreement may not be changed or modified except by written instrument executed by both Parties or their designees;
7. that if any term of this Agreement is unenforceable or invalid, such term shall be excluded to that extent; the Agreement shall otherwise remain enforceable; and, if permitted and possible, the invalid or unenforceable term shall be deemed replaced by a valid and enforceable term that most closely states the invalid or unenforceable term's intent. If this Paragraph's application materially and adversely affects a Party, by altering the contemplated economic substance, that Party shall be entitled to compensation for the impact.
8. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions;
9. that the exclusive venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada;
10. this Agreement is not intended by the Parties to create any right in or benefit to parties other than SNWA and the Applicant. This Agreement does not create any third-party beneficiary rights or causes of action;
11. the failure of either Party to enforce for any time period the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision;
12. this Agreement contains the Parties' entire understanding of the contemplated transactions, notwithstanding any previous negotiations or agreements, oral or written, between the Parties concerning all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding this Agreement's subject matter are merged in this Agreement and shall be of no further force or effect;
13. to comply with all applicable federal and state statutes, regulations, codes, ordinances, and covenants pertaining to the project ("Applicable Laws"), the failure of which may result in any rebate forfeiture or SNWA postponing or declining the Application's approval; and
14. that, except for single-family homes, SNWA will submit the project to the appropriate municipality for review, and that if the municipality indicates a project would violate Applicable Laws, SNWA may postpone or decline the Application's approval.



WATER SMART™
B U S I N E S S

A PROGRAM OF THE SOUTHERN NEVADA WATER AUTHORITY

Executive Membership Application

Company Name: _____

Type of Business: _____

Phone: _____ Email _____

Primary contact: _____

Company address: _____

City: _____ ST: _____ ZIP: _____

Do you have grass to remove/replace? _____ YES _____ NO

SNWA-Approved Project type: _____ On Premise _____ Off Premise

Mailing address (if different than business address):

City: _____ ST: _____ ZIP: _____

By signing this document, you certify that you are the legal owner of the business, or you represent and certify that you are duly authorized and empowered to execute and deliver this application and agreement. You acknowledge and agree to the Water Smart Business program conditions listed in this agreement.

For Company:

Name _____ Title: _____

Signature: _____ Date: _____