



Partner 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 committing to the **Water Smart Business** program, you recognize the importance of:

- Prioritizing consumptive water 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

Partner Membership Program Requirements

- Work as an ambassador, as appropriate, promoting awareness through community engagement
- If within an appropriate business sector, participate in an SNWA Partnership Program
 - Water Smart Car Wash
 - Water Smart Contractor
 - Conservation Resources for Businesses
 - Water Upon Request
- 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
- Member businesses must include water conservation-related information in internal and external (where applicable) communications vehicles, with verifiable placement.
- Participants must, as feasible and appropriate, display and/or distribute SNWA conservation-related informational materials or allow SNWA representatives to participate in member-sponsored events
- Participate in SNWA media relations activities (where feasible)



Membership Renewal

The initial term of a Water Smart Business member is two years. To be eligible for a renewal, Partner 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
- Schedule a Water Smart Technologies assessment to learn about new technologies within your sector, could lead to Executive Membership status.
- Successfully recruit another Partner-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

You may cancel this agreement at any time.

Important deadlines

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 if SNWA determines membership requirements have not been met.

Communication

You authorize SNWA to communicate with you regarding your participation in the program; convey information about SNWA programs; and share, at its discretion, via social media and print, highlights of your program participation as it benefits conservation messaging and program enrollment

Acknowledgement & Agreement

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

1. That no documented fee assessments for water waste violations or unresolved on-site leaks have occurred in the past 18 months;
2. to immediately report to the SNWA, and correct, any fee assessments for water waste violations or on-site leaks that may occur during your membership;
3. that upon SNWA's determination that you fulfilled the requirements of this Application and Agreement, Partner Membership in the Water Smart Business program shall commence;
4. 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;



WATER SMART
B U S I N E S S

A PROGRAM OF THE SOUTHERN NEVADA WATER AUTHORITY

5. this Agreement may not be changed or modified except by written instrument executed by both Parties or their designees;
6. 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.
7. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions;
8. that the exclusive venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada;
9. this Agreement is not intended by the Parties to create any right in or benefit to parties other than the Authority and the Applicant. This Agreement does not create any third-party beneficiary rights or causes of action;
10. 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;
11. 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;
12. 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
13. 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™
BUSINESS

A PROGRAM OF THE SOUTHERN NEVADA WATER AUTHORITY

Partner 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

Partnership type:

_____ Water Upon Request

_____ Water Smart Carwash

_____ Conservation Resources for Businesses _____ Water Smart Contractor

_____ Other Business Sector _____

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: _____