



**BLUE WATCHDOG CONSERVATION, INC.**

**IN PARTNERSHIP WITH**

**RANCHO CALIFORNIA WATER DISTRICT**

## **CropSWAP Program and Liability Waiver**

The Rancho California Water District (RCWD) has developed a CropSWAP Program (Sustainable Water for Agricultural Production) for its agricultural customers. CropSWAP aims to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. Conservation programs are developed based on the idea that efficient water use and water savings in one customer class benefit all customers through approved District-wide water supply reliability. The CropSWAP Program (Program) provides financial assistance to RCWD's "agricultural" and "ag/residential" customers for crop conversion projects. Crop conversion projects are those that save water through the replacement of existing crops with those with lower irrigation water demands. The participation in this Program will require pre- and post-site visits from RCWD and/or its consultant, Blue Watchdog Conservation, Inc. (Blue Watchdog/Consultant). Site visits aim to determine eligibility, identify the pre-conversion area(s), evaluate the efficiency of irrigation equipment, and identify post-conversion locations. The water consumption and irrigation data Rancho Water and Consultant collect may be shared with other agencies to improve the agricultural community; however, no personal identifying information from the Participant will be shared.

**Your voluntary participation in the Program is appreciated. As a voluntary participant, you understand and agree to all the foregoing terms and conditions.**

- You are the registered owner or have the legal authority to act on behalf of the registered owner of the property within the RCWD service area that is provided in this application
- You have freely volunteered to participate in this Program
- You agree to participate in a pre-or post-conversion site visit, which RCWD and/or Consultant will conduct
- You agree to permit RCWD and/or Consultant to enter the property during reasonable hours for the purposed specified herein
- You agree NOT to proceed with the removal of trees, groves, or already existing crops until receiving written approval from RCWD
- You are responsible for all upfront costs for purchasing new crop(s), installation, planting, and labor to meet the Program's requirements. Upon the completion of the conversion and post-conversion inspection by RCWD and/or the Consultant, RCWD will review the inspection reports and provide the appropriate and agreed-upon financial reimbursements for the completed conversion area(s)
- You agree to provide receipts for all costs affiliated with the installation and conversion process. No reimbursement will be provided if no receipts (or paid invoices) are submitted to RCWD

- All costs associated with equipment or crop installed but not approved in writing by RCWD will be your responsibility
- You assume ownership of and responsibility for the operation and maintenance of the crop converted from the original crop, which will include best management practices of your irrigation system.
- You understand and agree that through the signature of the Participation Agreement with RCWD, you or future property purchasers will maintain the converted crop area and not remove/replace the converted area for the project's lifespan, which is ten (10) years.
- RCWD and Consultant and its contractors will not be held liable for pre-existing conditions associated with the property, existing or future irrigation system, crop issues, or any other damages
- You waive any claims, known or unknown, and shall hold RCWD, Consultant, and its contractors from any damages or liability that may arise from the installation, operation, and ownership as a result of the Program
- Neither RCWD, Consultant nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership of the Program or your participation in the Program
- You allow RCWD to monitor and analyze your water consumption through monthly billing data, share the collected data with other Public Agencies, and publish reports using the collected data to benefit other public agencies. No personal identifying information will be published
- You understand that this agreement is enforceable in accordance with California Law.
- You agree and allow RCWD or Consultant permission to fly a drone over your property at any time (if needed) to identify or monitor pre- or post-conversion locations.
- You agree that you reviewed and accept the information that is provided in the PERMISSION FORM TO FLY DRONE AND ENTER PROPERTY FORM application below



## PERMISSION FORM TO FLY DRONE AND ENTER YOUR PROPERTY

I allow RCWD and/or Consultant to enter my land to conduct DRONE flights to verify and monitor pre- and post-crop locations. All flights will comply with local, state, and federal laws. Electronic media may be generated and are property of Rancho Water. I affirm that I am the property owner or hold signatory authority for the property. Landowner agrees to hold the Consultant, RCWD, and their respective officers, directors, agents, contractors, and employees harmless from and against any liabilities, losses, costs, damages, attorney's fees, and any other expenses which the Landowner may sustain or incur as a result of the DRONE flyover.

**By electronically signing the online Program application, the applicant understands and agrees to all of the above foregoing information.**