**RiverSmart Rebate Program**

**Maintenance Agreement**

The District of Columbia Department of the Environment (DDOE) has granted the Alliance for the Chesapeake Bay funding to assist District homeowners with the installation of rain gardens and replacement of impervious surfaces as a part of their RiverSmart Rebate Program.

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 *(Name of Property Owner)*

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 *(Address of Property Owner)*

has voluntarily agreed to participate in this program.

For the purposes of this agreement, the Best Management Practices (BMPs) are defined as follows:

* “Rain garden” is defined as an area that is designed to accept storm water from a rooftop or other impervious surface and allow it to infiltrate into the ground. The rain garden is designed to accept rain water from a point and, during large rain events, to accept overflow using sheet flow into the surrounding land without the use of an under drain attached to the sewer system. The rain garden is landscaped with native plants from the mid-Atlantic region that are adapted to be occasionally inundated with water. Rain gardens must not disturb existing trees and/or their roots covered by the District’s Tree Preservation Act.
* “Permeable pavement” is defined as an area that is covered with pavement or other hard surface that permits water penetration into the soil. Permeable pavement may consist of any porous surface materials which are installed, laid, or poured such as paving stones, cement, or asphalt.
* “Impervious surface” is defined as an artificial surface such as a driveway, sidewalk, roof or road. An area in which water cannot naturally penetrate into the ground.
* “Impervious surface treated” is defined as the square footage of the project installation plus any area of impervious surface that drains into the newly created project area. (For example, the total impervious surface treated for a 50 square foot rain garden in combination with redirection of a downspout that empties 100 square feet of rooftop surface runoff into the garden is 150 square feet).

**Responsibilities of the Alliance for the Chesapeake Bay (ACB):**

1. Provide property owners with information concerning the RiverSmart Rebate program and answer any questions
2. Assist property owners with completion of required paperwork
3. To ensure the property owner’s proper use and maintenance of rain gardens and permeable surfaces
4. Issue rebate to property owner upon successful completion of project and submittal of required documentation

**Responsibilities of the Property Owner:**

1. Allow access to the site by ACB representatives and their contractors as needed
2. Provision of before and after photos of the project to be used at the discretion of ACB
3. Allow ACB and DDOE representatives access to the rain gardens and/or pervious surface for up to one year after installation to inspect for proper maintenance
4. Maintain the BMPs, including adequate watering of any installed plants and weeding (reference *RiverSmart Homes Program Care Instructions*) so the BMPs continue to function properly

**Financial Obligation of the Property Owner:**

The RiverSmart Rebate Program provides you with a rebate of up to $1,000.

* The rebate will be awarded at $1.25 per square foot of impervious area that is treated by the installation of a rain garden, the removal of impervious surface or the installation of permeable pavement.
* The minimum rebate that will be awarded will be $500 for a minimum of 400 square feet of impervious area treated.
* The maximum rebate that will be awarded will be $1,000 for 800 or more square feet of impervious area treated.
* Any project cost over the maximum rebate amount of $1,000 will be incurred by the homeowner.

**Indemnification**

The Property Owner agrees to indemnify and hold harmless the Alliance for the Chesapeake Bay and all of its officers, agents and servants against any and all claims of liability or lawsuits arising from or based on, or as a consequence of or result of, any act, omission or default of ACB employees or its subcontractors, in the performance of activities through the RiverSmart Rebate program.

**Alliance for the Chesapeake Bay: Property Owner:**

ACCEPTED BY: ACCEPTED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_