



WATER SENSIBLE TRADE ALLY PROGRAM APPLICATION

FISCAL YEAR 2024 (July 1, 2023, THROUGH June 30, 2024)

WATER SENSIBLE TRADE ALLY PROGRAM RULES FISCAL YEAR 2024 (July 1, 2023, to June 30, 2024)

General Information: **Water Sensible** is the Board of Water Supply, City and County of Honolulu's water conservation program ("the Program") and pays rebates to Honolulu Board of Water Supply account holders for the installation of qualifying measures.

- 1. Enrollment as a Water Sensible Trade Ally:** Contractors and vendors ("Trade Ally") who are interested in becoming a Trade Ally must submit a completed Water Sensible Trade Ally Program Application. The Trade Ally will be notified if the application has been accepted.
- 2. Criteria for Trade Allies:** Trade Ally agrees to abide by all applicable laws, rules, regulations, building codes and licensing. Your firm must be in good standing (i.e., no outstanding, unresolved complaints) with the Program and other applicable agencies as determined by the Program.
- 3. Trade Ally Program Subject to Modification:** The Program reserves the right to modify the Trade Ally Program and Rules at any time. The Program will provide Trade Allies with advance written notice to the extent possible.
- 4. Rebate Schedule:** Refer to <https://www.boardofwatersupply.com/watersensible> for information about rebate values for current qualifying water conservation measures.
- 5. Retail Locations:** Trade Ally participation is limited to O'ahu. Please list all store locations, if applicable, in Section 2 of the rebate application.
- 6. Rebate Reimbursement:** Rebates will be issued to Account Holders that provide receipts or invoices as proof of purchase along with a completed rebate application.
- 7. Branding Guidelines for Point-of-Purchase (POP) and Public-Facing Materials:** The Program will provide all marketing and public facing materials to ensure consistent messaging.
- 8. Term:** The term of participation will start on the date of the Trade Ally's acceptance into the Program and end on the Fiscal Year end-date on the Trade Ally Application. The Program in its sole discretion may extend the term for the Trade Ally.
- 9. Termination or Suspension of Trade Ally:** The Program may terminate or suspend the Trade Ally's participation with the Trade Ally Program, with or without cause, by providing a fifteen (15)-day advance written notice to the Trade Ally.
- 10. Trade Ally Withdrawal from the Program:** Trade Ally may withdraw from the Program, with or without cause, by providing a thirty (30)-day advance written notice.
- 11. Customer Complaints:** Trade Ally agrees not to hold the Program responsible for customer complaints related to any service or products provided by the contractor / vendor. Trade Ally will handle any complaint about their products or services related to the Program.
- 12. Indemnification:** Trade Ally agrees to indemnify, defend, and hold harmless the Program and the Program's administrators, overseeing entities, successors, licensees, assigns, agents, contractors, employees, officers and directors (collectively, "Indemnified Parties") from any and all liability, claims, losses, damages, deaths or injuries including reasonable attorneys' fees and costs, whether in law or equity, now known or unknown, from now until end of time, which the Trade Ally, his/her heirs, representatives, executors, administrators or any other persons acting on the Trade Ally's behalf or behalf of the Trade Ally's estate have or may have be reason of, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in the project.
- 13. Limitation of Liability:** In no event shall either the Program or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 14. No Water Sensible Warranties:** Trade Ally understands and agrees that the Program makes no warranties concerning Trade Ally's products and the Program is not responsible for damages, injuries and expenses of any kind alleged or incurred by Trade Ally or any third-parties, including but not limited to purchasers and end-users of Trade Ally's products, arising from or related to Trade Ally's product performance, materials and/or installation, express or implied, including warranties of merchantability or fitness for a particular purpose. Trade Ally shall make no statements, representations or claims to any third-parties inconsistent with the above.
- 15. Represent Water Sensible Programs:** Follow published program guidelines, provide participation information to customers and proper reimbursement documentation (receipt\invoice).