



# Business Turf to Native Rebate Screening Request

This program provides Colorado Springs Utilities business water customers with up to **\$0.50 per square foot** incentive to help pay for qualifying native grass conversions. Native grass conversions are one of the most cost-effective water and maintenance reduction options available.

## ELIGIBILITY CRITERIA

### Participant requirements:

1. Participants must be a Utilities water customer on a non-residential, commercial rate.
2. Irrigation audit required prior to approval. [Business Audit Request Form \(office.com\)](#)
3. Utilities account(s) must be current and non-delinquent (i.e. no past due balances) at all times prior to issuance of a credit or rebate check.
4. Turf conversion is for retrofit applications only and does not apply to new construction.
5. The site must have an appropriate irrigation system in working condition to efficiently water the grass species selected.
6. Participation process must be followed, including submission of the following documents.
  - a. [Turf to Native Project Planning Checklist](#)
  - b. [Commercial Turf Replacement Program Roles and Responsibilities Matrix](#)
  - c. Statement of work
  - d. Quote from contractor
7. A product label containing grass species composition by percentage or weight is required for final approval.

### Project requirements:

1. Project includes installing an approved grass selection from the qualifying grass species.
2. The selected site is **NOT** required to have actively growing high water use grass.
3. The converted area must receive a mid-season and final post installation inspection from Colorado Springs Utilities.
4. At time of final post installation inspection site shows successful seed germination across most of the project area with ground plane coverage of 50% or more of the desired grass species and 10% or less of unapproved species including weed species.
5. Qualifying projects must be completed and inspected between January 1st – December 31st of current calendar year.
6. Maximum total rebate per customer is \$20,000 not to exceed 100% of native grass seeding project cost.

### Grass species requirements:

1. Project must utilize qualifying grass species, qualified mixes, or an approved custom mix.

## PARTICIPATION PROCESS

1. For approval, complete the Screening Request Form along with the [project checklist](#) and [roles and responsibilities matrix](#). Provide your statement of work document and quote from your contractor prior to project start.
2. Sign up for an irrigation audit/pre-construction site visit. [Business Audit Request Form \(office.com\)](#)
3. You receive approval when we send you an Approval to Proceed Letter with an estimated rebate amount based on the project details.
4. We will contact you to schedule a mid-season (6-8 weeks following installation) inspection.
5. Provide seed label for verification of grass species installed prior to final post installation inspection.
6. We will contact you to schedule a final inspection, if final inspection receives approval, a rebate payment will be made within an estimated 6 to 8 weeks of the completion of the final post-installation inspection.

## ACCOUNT HOLDER INFORMATION

By signing this Business Turf to Native Rebate Request (“Request”), the account holder (“Participant”) affirms the accuracy of the information provided and agrees to the terms and conditions listed and all applicable program rules of the Business Turf to Native Rebate Program (“Program”) and Colorado Springs Utilities’ (“Utilities”) Tariffs and Utilities Rules and Regulations, all as amended from time to time.

Water Account #: \_\_\_\_\_ Account Name: \_\_\_\_\_  
*(as shown on utility bill)*

Organization Tax ID: \_\_\_\_\_ Project square footage? \_\_\_\_\_

Installation Address: \_\_\_\_\_ City: \_\_\_\_\_ State: CO Zip Code: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
*(If different from installation address)*

Site Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**TERMS AND CONDITIONS**

1. **REBATE OFFER:** This Request covers products purchased and installed after January 1<sup>st</sup> of the current calendar year. The rebate offer is not retroactive for products purchased or installed prior to the current calendar year.
2. **ELIGIBILITY:** Rebates are available to active Utilities' commercial water customers for the purchase and installation of qualifying water savings measures in the Utilities' service territory. Rebates are offered on a first-come, first-served basis and are subject to project and customer eligibility and availability of funds. Nonpotable water customers are eligible to receive 40% of rebate amount for qualifying projects.
3. **APPROVAL AND VERIFICATION:** Approval from Utilities will be required for all requests. Projects must be paid prior to expiration date on Approval to Proceed letter, otherwise may risk unavailability of funds. All required documents must be submitted. Paid purchase receipts/invoices must clearly identify the approved grass species and include date of purchase and purchase price. A product label must also be submitted, containing grass species composition by percentage or weight is required. Utilities reserves the right to verify sales transactions and to have reasonable access to Participant's facility to inspect the installed water-saving measures prior to issuing rebates or at a later time. In particular, Utilities may disqualify any request that may result in Utilities exceeding the Business Turf to Native Rebate program budget. Utilities reserves the right to cap the rebate paid to any one Participant.
4. **SUBMISSION OF SCREENING REQUEST:** This Request must have complete information and be submitted for eligibility. This signed Request must be returned to Utilities, c/o Business Turf to Native Rebate, 2855 Mesa Rd. Colorado Springs, CO 80947 or by email to waterrebates@csu.org.
5. **COMPLIANCE:** All projects must comply with all federal, state and local, laws, rules, regulations and codes, and insurance requirements, as applicable.. Only one rebate may be granted for each project.
6. **PAYMENT:** If all required paperwork is submitted and approved by Utilities, rebate payments will be made within an estimated 6 to 8 weeks of the completion of the post-installation inspection. The benefits/payments conferred upon Participant through participation in this Program may be taxable by the federal, state, and local government. Participant is responsible for declaring and paying all such taxes.
7. **INSPECTION:** Participant agrees, as a condition of participation in the Program, to cooperate with activities designed to evaluate Program effectiveness, such as allowing on-site inspection and measurement and verification of installed projects.
8. **UTILITIES' LOGO:** Participant may not use the Utilities or Program name or logo in any marketing, advertising, or promotional materials without Utilities' prior written permission, which may be granted or withheld by Utilities in its sole and absolute discretion.
9. **DISCLAIMERS:** Utilities: (1) does not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program; (2) will not be responsible for any tax liability imposed on a Participant as a result of the payment of rebates; (3) is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and (4) is not liable for any damage caused by the installation.
10. **SCREENING REQUEST DOES NOT ENTITLE REQUESTOR TO PROGRAM PARTICIPATION:** The Program may be altered, suspended, or canceled by Utilities at any time without prior notice. Under such circumstances, a Participant is not entitled to any Program benefits in excess of those approved prior to such action by Utilities. Submission of a completed Request does not entitle the requestor to Program participation. Program participation only occurs after Utilities issues an Approval to Proceed letter.
11. **CHANGES TO THE PROGRAM:** Utilities may change the Program and the Terms & Conditions at any time without notice.
12. **NO WARRANTIES:** Utilities does not endorse, guarantee, or warrant any particular manufacturer or product and Utilities provides no warranties, expressed or implied, for any products or services. UTILITIES DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE WATER SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **LIMITATION OF LIABILITY:** Utilities sole liability is limited to paying the properly qualified rebates specified herein. Neither Utilities nor its officers, directors, employees, agents or representatives shall be liable to Participant or any other person for any damages whatsoever, including, without limitation, direct damages, indirect damages, special damages, consequential damages, incidental damages, loss of use, lost profits, or increased costs of purchased or replacement material and equipment, regardless of the theory of recovery, caused by or arising from or in connection with any activities associated with this Program. Nothing related to the Program shall be interpreted to limit or prevent the protections afforded to Utilities under the Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
14. **OBLIGATIONS/INDEMNIFICATION** Utilities shall have no liability for any contractor's failure to perform, for failure of the water savings measures to function, for any damage to Participant's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the water savings measures. Participant hereby releases Utilities and shall fully protect, defend, indemnify and hold harmless Utilities, the City of Colorado Springs, the City Council for the City of Colorado Springs, the Colorado Springs Utilities Board of Directors, and their respective employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, claims of personal injury, death or property damage, causes of action, or liability of any nature arising from, related to or connected to participation in the Program by Participant or its contractors, agents and representatives.
15. **GOVERNING LAW:** This Request and the Program shall be construed in accordance with the laws of the State of Colorado without reference to conflict of laws, the Colorado Springs City Charter, City Code, Ordinances, Tariffs, or Utilities' Rules and Regulations.
16. **APPROPRIATION OF FUNDS:** In accord with the Colorado Springs City Charter, performance of Utilities obligations under this Request and the Program is expressly subject to appropriation of funds by Colorado Springs City Council. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs or any other constitutional, statutory, or charter debt limitation. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of Utilities' obligations, or appropriated funds may not be expended due to the City Charter spending limitations, then this Request and applicable portions of the Program shall thereafter become null and void by operation of law, and Utilities shall thereafter have no liability for compensation to Participant in excess of Utilities authorized appropriation.

**SIGNATURE**

Note: This application only starts the process, it does not obligate Colorado Springs Utilities to pay a rebate.

**Signature Required:** \_\_\_\_\_ **Date:** \_\_\_\_\_