

Colorado Springs Utilities Car Wash Certification Application

Please check all appropriate boxes and send to the Colorado Springs Utilities

Self-Serve:

- ☐ Limit nozzle flow rate to 3 gallons per minute or less.
- ☐ All Spot-free reverse osmosis reject water (if used) must be recycled.
- ☐ All towel ringers (if applicable) must have positive shut-off valve.
- ☐ Spray nozzles must be replaced annually.
- ☐ Main water shut-off valve in proper working order with no visible water leaks.

Conveyor/Express:

- ☐ Must have a recycling system in place.
- ☐ Limit water consumption to 35 gallons per vehicle on base wash cycle.
- ☐ All spot-free reverse osmosis reject water (if used) must be recycled.
- ☐ All towel-washing systems (if used) must have a high-level automatic shut off system.
- ☐ Main water shut-off valve in proper working order with no visible water leaks.

In-Bay Automatic:

- ☐ Must have a recycling system in place OR limit water consumption to 40 gallons per vehicle.
- ☐ Allow a 5-second dwell time before the vehicle exits the bay to let water run off into the collection pit.
- ☐ Under-body, rocker panel & wheel wash cycles must be re-nozzled and/or calibrated to use no more than 12 gallons per wash cycle.
- ☐ All spot-free reverse osmosis reject water (if used) must be recycled.
- ☐ Main water shut-off valve in proper working order with no visible leaks.

Type of Wash: ☐ Conveyor ☐ Self-Serve ☐ In-Bay Automatic

Car Wash / Customer Name: _____

Owner/Contact Name: _____

Preferred Email _____

Web Site: _____

Preferred Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Email:

WaterRebates@csu.org

Mail:

Colorado Springs Utilities
2855 Mesa Road
Colorado Springs, CO 80904



CAR WASH CERTIFICATION TERMS AND CONDITIONS

1. **PROGRAM SCOPE:** Colorado Springs Utilities' ("Utilities") Car Wash Certification Program (the "Program") aims to promote water efficiency among car washes who are Utilities customers and provide them an opportunity to certify their facilities in accordance with the Colorado Springs Water Shortage Ordinance. Encouraging car washes to adopt best practices in water conservation allows our community to meet long-term water needs. Certifying water-wise car washes will serve as models for water efficiency while demonstrating the value of conserving water to other businesses and the community. Under no circumstances will Utilities pay any funds to any participants through this Program
2. **ELIGIBILITY:** The Program is available to car washes which are Utilities' customers. Following application, initial approval, and successful subsequent annual inspections, certified car washes will be eligible to display a sign showing their Program certification and will be considered to have an approved best water management practices plan in accordance with the water shortage ordinance in the event that a water shortage event is implemented.
3. **APPLICATION SUBMISSION:** This application must be returned to Utilities, c/o Water Management & Efficiency Technology Water Rebate, 2855 Mesa Rd. Colorado Springs, CO 80904 or by email to WaterRebates@csu.org.
4. **APPLICATION PROCESS, INSPECTION, AND VERIFICATION:** Following submission of an application, Utilities will review submitted information and then perform a site visit of the applicant car wash. 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 verification of installed projects. Utilities' inspection will verify compliance with the Program conservation standards, including, but not limited to measuring the water consumption for a vehicle on a base wash cycle and ensuring the reclamation system is installed and operating properly. Following the initial inspection, Utilities will perform an annual reinspection, each calendar year. Upon the initial inspection, Utilities will measure water consumption to the wash equipment with a portable water meter for a period of one week. After a week of data collection, a complimentary water-efficiency report will be created by utilities and shared with the car wash management.
5. **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 discretion. Upon certification by Utilities of compliance with the Program, Utilities will provide the participant certification of compliance that the participant may elect to display publicly. If a certified car wash does not pass an annual inspection, the certification sign will be collected by Utilities during the inspection.
6. **NO WARRANTIES AND DISCLAIMERS:** Utilities: (1) does not endorse, guarantee, or warrant any particular manufacturer or product and Utilities provides no warranties, expressed or implied, for any products or services by offering this Program; (2) 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; and (3) is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
7. **CHANGES TO THE PROGRAM:** 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 an application does not entitle the requestor to Program participation. Program participation only occurs after Utilities issues an approval letter.
8. **LIMITATION OF LIABILITY:** 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.
9. **INDEMNIFICATION:** 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.
10. **GOVERNING LAW:** This 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. The participant must remain in compliance with the Colorado Springs water shortage ordinance, as amended, at all times.

Name: _____

Signature: _____

Date: _____