



Eligibility Requirements

To be eligible for assistance you must be:

- The owner of the home that is receiving a water quality landscape or have homeowner approval, **and**
- A resident of Chattanooga, **and**
- Have City and County property taxes/ Water Quality Fee paid through the current year.

Applicant Information

Property Owner Name:

Property Address:

City/State/Zip:

Owner Date of Birth: Email:

Primary Phone Number: Secondary Phone Number:

Return Completed Application and Supporting Documents/Copies to:

City of Chattanooga
Water Quality Program
Attn: RainSmart Representative
1250 Market Street, Suite 2100
Chattanooga, TN 37402

General RainSmart Contact Info:
Telephone: (423) 643-5877
Email: chattanoogawq@chattanooga.gov

Hold Harmless Agreement

Homeowner Participation in RainSmart SupportScapes Program

All named property owner(s) of record (Mr. /Mrs. /Ms.)

The owner(s) do grant the City of Chattanooga, a municipal corporation, hereinafter called "City", and its officers, agents and employees, the right to enter the premises at:

(Property Address)

for the purpose of performing certain work located on the Owner(s) property: *to perform a site audit (to assess site and identify potential projects), and to perform post-construction inspections.*

The Owner(s), do further agree to the terms and conditions as specified in the following **RainSmart Policy and Procedures** included in this document.

RainSmart Policy and Procedures

- I. **Purpose:** The purpose of this Agreement is to encourage the construction of a landscape design to reduce the quantity, and improve the quality of municipal stormwater managed by the City, & to support the local ecosystem.
- II. **Construction of the Project.** By signing this Agreement, the Homeowner verifies his/her/their intent to construct the Project according to the design specifications set forth in **Exhibit A**, Project Design.
- III. **Right of Entry.** Homeowner grants City permission to enter onto the Property at reasonable times to be arranged in advance by mutual agreement to (i) evaluate whether the Property is an appropriate site for receiving a reimbursement for a Project; (ii) perform inspections as set forth in Section IV. below; and (iii) monitor and evaluate the maintenance and performance of the Project.
- IV. **Inspections.** The purpose of the inspection(s) is to verify that the Project was constructed in accordance with **Exhibit A**.
 - a. Construction Inspections. The site must be assessed by a water quality (WQ) professional to determine if SupportScape water quality landscaping is appropriate for addressing stormwater on the property.
 - b. Post Construction Inspections. The WQ Professional shall conduct an inspection of the Project within thirty (30) calendar days after construction has been completed.
- V. **Hold Harmless and Indemnification Agreement.** The Homeowner assumes the risk and agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (collectively, "Claims") brought by any person, which arise from, or are in any way related to the construction, construction methods including without limitation over-compacting soils, materials used, quality of workmanship, design, and operation and performance of the Project on the Property. Such Claims shall also include, Claims for non-payment of labor and materials. Homeowner further agrees to defend, pay all costs of defense, including reasonable attorney's fees, and/or any judgment or cost for any claim or suit brought against the City. This indemnification of City shall survive the expiration or sooner termination of this Agreement.
- VI. **Not Flood Control.** The Project is designed and intended to infiltrate or slow runoff for the benefit of water quality. The Project is not a flood control device and is not designed to control or prevent flooding. Projects do not protect property from destructive storm events.

- VII. Property Tax and Water Quality Fee.** The Homeowner is not eligible for this program unless up to date on payment of property tax and water quality fee. The RainSmart Representative shall check that payment has been made and verify that below.
- VIII. Maintenance.** By signing this Agreement, the Homeowner ensures that he/she/they will maintain and keep the installed Project in good working order for a minimum of five (5) years according to the guidelines of the City's Rain Management Guide (RMG) document, per the City's website.
- IX. Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the Parties, and nothing contained in this Agreement shall create a contractual relationship with, or create a cause of action in favor of, a third party against the City.
- X. Entire Agreement.** This Agreement, together with its exhibits, contains the entire understanding between the Parties, and all previous or contemporaneous representations, promises or conditions that may exist related to the subject matter of this Agreement are hereby superseded.
- XI. Site Access, Photographs, and Photograph Use.** The Homeowner grants the City permission to conduct site inspections of the Project at times that are mutually acceptable to the Homeowner and the City, after notifying the Homeowner no less than ten (10) days in advance, by the contact information given below. Additionally, the Homeowner grants the City the right to obtain photographs of the Project and to use those photographs for internal program improvement and research purposes as well as external promotional purposes.
- XII. Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
- XIII. Reimbursement.** The City shall reimburse the Homeowner up to a maximum of \$500 towards the "rebate-eligible costs" (**Exhibit B**) that the Homeowner incurs to construct the SupportScape on the Property, subject to the conditions for payment set forth below:
- a. The City reserves the right to adjust the maximum reimbursement cap according to financial constraints and/or identified priorities within the Water Quality budget. The maximum cap will not change for any given Water Quality project once the Homeowner and City have signed the Agreement, however.
 - b. **Reimbursement Amount.** At the date of this Agreement, the City agrees to pay 75% percent of the total costs of materials to be used in the construction of the SupportScape up to \$500 per property.
 - c. **Rebate Request Form" and Payment.** The reimbursement shall be paid only after the Homeowner has (i) submitted documents as described in the "Rebate Request Form" (**Exhibit D**) including all receipts and additional

documentation, and the City has: (ii) completed necessary inspections and completed inspection forms and reviewed the Rebate Request Form and found it meets all requirements.

- d. **“Rebate-eligible Costs”** means the necessary and reasonable costs the Homeowner incurs for materials to construct the SupportScape in accordance with **Exhibit B**, not to exceed the maximum rebate amount above.

A cost is considered reasonable if it is within the price range typically paid in Chattanooga for materials. *Undocumented costs are not rebate-eligible.*

Exhibit A: Design Document

Homeowners applying for reimbursement for the construction of a Project through the RainSmart program must submit the design details identified below. The reimbursement described in the Agreement will only be given to the Homeowner on the condition that the Project is built according to the submitted design documents. In order to verify that the Device is built accordingly, the WQ Rep will inspect the site twice – once during construction, and once after construction.

Design Document Required Components

- 1. Plant Species List**, listing all plant species chosen by their scientific (latin) names.
- 2. Planting Plan**, showing all plants to be installed, including plant species- specified by the latin as well as common name, and size.

Soil Types as verified by RainSmart Representative

Soil Type: _____

Exhibit B: List of Rebate-Eligible Costs

Rebate-eligible costs means the necessary and reasonable costs the Homeowner incurs for materials to construct the SupportScape.

A cost is considered reasonable if it is within the price range typically paid in Chattanooga for materials on similar-type projects.

Labor contributed and/or donated by the Homeowner to construct the SupportScape is not a rebate-eligible cost under this Agreement.

The following items are *examples* of “rebate-eligible costs.” They are items necessary to the construction of a SupportScape. **Other items which may only serve as decorative or non-functional additions do not qualify.** The City shall, in its sole and reviewable discretion, determine whether a cost submitted by the Homeowner is rebate-eligible. *Undocumented costs are not rebate-eligible.*

Materials:

- Plants, Trees, Shrubs
- Mulch

Exhibit C: Method of Calculating Reimbursement

***The homeowner will only be reimbursed for rebate eligible costs which have receipts**

1. **Maximum Cap:** The City shall reimburse the Homeowner up to a maximum of \$500.00 towards the “rebate-eligible costs” (Exhibit B”) that the Homeowner incurs to construct the SupportScape on the Property.
2. **Cost Share Value:** The City will pay up to 75% of the “rebate eligible costs” up to the maximum cap that the Homeowner incurs to construct the SupportScape on the Property.
3. **Receipts:** The effective reimbursement amount will be no greater than the sum of incurred costs as proven by receipts submitted aspart of the Rebate Request Packet, “Exhibit D.”

Exhibit D: Rebate Request Packet

Homeowners who wish to apply for reimbursement for the construction of a Water Quality Device through the RainSmart program must return all required documentation, including receipts, to: HHamblen@chattanooga.gov. **This page to be filled out by the WQ Representative.**

Rebate Request Form will include the following information:

Name:		Phone:	
Address:		ZIP Code:	
Project Description:			
Total Requested Reimbursement:	\$		
RainSmart Representative Name:		RainSmart Rep. Initial:	

Approval Signatures:

Mounir Minkara, Date
Water Quality Program Manager

NAME, Date Assistant City Manager

Exhibit A: Design of Project

HOMEOWNER SIGNATURE(S)

I, (the owner(s)) do acknowledge that I (we) have received and understand the terms and restrictions associated with RainSmart details as included in this Homeowner's Agreement.

Homeowner 1 Name: _____

_____ Date: _____
Homeowner Signature

Homeowner 2 Name: _____

_____ Date: _____
Homeowner Signature

CITY OF CHATTANOOGA

Prepared By: _____ Date: _____
RainSmart Representative's Name

Is the Homeowner up to date on payment of his/her property tax and water quality fee? Yes__No__(Initial)