



Rushern L. Baker, III
County Executive



RAIN CHECK REBATE PROGRAM

Nonprofit/Residential Property Owner Agreement

This Agreement ("Agreement") is made on the _____ day of _____, 20 _____, by _____ hereinafter referred to as the "Property Owner," and the Nonprofit Organization _____ hereinafter referred to as "NPO," and Prince George's County, Maryland, a body corporate and politic, hereinafter referred to as the "County," to and for the County and its residents.

This Agreement establishes the understanding between the County, NPO, and the Property Owner regarding the terms and conditions governing the Property Owner's participation in the County's Rain Check Rebate Program ("Program") and the rebates available to the Program participants as established in Subtitle 32, Sec. 32-201.01, Sec. 32-201.3 et. seq. of the Prince George's County Code.

The Agreement covers a stormwater retrofit project ("Project") located at the following address: _____.

This property is described as block # _____, lot # _____ and is owned by the Property Owner. The property is covered under tax account # _____.

The Property Owner proposes to implement the following retrofit technique(s) as part of the Project. Please check all that apply.

RETROFIT TREATMENT TYPE	QUANTITY INSTALLED	REBATE AMOUNT
<input type="checkbox"/> Urban Tree Canopy		
<input type="checkbox"/> Rain Barrels		
<input type="checkbox"/> Cisterns		
<input type="checkbox"/> Rain Gardens		
<input type="checkbox"/> Permeable Pavement		
<input type="checkbox"/> Pavement Removal		
<input type="checkbox"/> Green Roofs		
TOTAL REBATE VALUE		\$

The total cost of the Project is \$ _____ and the total amount of the rebate is \$ _____. The Property Owner is working with the following Nonprofit Organization: _____ [NPO's Employer Identification Number # _____] and has contracted with _____ to implement and construct the Project.

TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, the County, NPO, and the Property Owner hereby mutually agree as follows:

1. The NPO shall pay the initial project costs and receive a rebate from the County. Amount of rebate to NPO shall be in accordance with project rebates as established in Subtitle 32, Section 32-201.03. Rebates. The Property Owner shall pay the NPO for the balance of the cost not covered by the rebate.



TERMS AND CONDITIONS, continued

2. The Property Owner is responsible for choosing an appropriate location for the Project with respect to utility conflicts and drainage paths. The Project should be designed based on relevant guidance and should adhere to the eligibility criteria as specified in the Program documentation. The Property Owner is responsible for obtaining all necessary permits and constructing the Project according to all appropriate regulations and standards.
3. The Property Owner will operate and maintain the Project in accordance with the operation and maintenance procedures identified in the Program.
4. In order to receive a rebate under the Program, the Property Owner grants the County access to the Project to place promotional signage on their property, take and use photographs, and do follow up evaluations. The County may make public the results of any evaluations or data collection, including photographs, images, or recordings undertaken by the County in connection with the Program.
5. The Property Owner assumes the risk and agrees to hold harmless the County for any claim relating to the installation and operation of the Project. The Property Owner, by participating in the Program, hereby releases the County and its agents, officers, directors, employees, or any other persons acting on its behalf from any liability for damages or injuries resulting from its participation in the Program. The Property Owner agrees to indemnify and hold the County harmless for any injuries, damages, or claims arising from the Program.

FOR PROPERTY OWNER

Property Owner Signature:

Print or Type Name:

Date:

Contractor Representative Signature (if applicable):

Print or Type Name:

Date:

FOR NONPROFIT ORGANIZATION

Nonprofit Organization Representative Signature:

Print or Type Name:

Date:

NPO Employer Identification Number (EIN):

FOR PRINCE GEORGE'S COUNTY

County Representative Signature:

Print or Type Name:

Date:

Return completed application to: Chesapeake Bay Trust, Prince George's County Rain Check Rebate Program, 60 West Street, Suite 405,
Annapolis, MD 21401 or email to Rebate@cbtrust.org.

For more information, call 410-974-2941.

