



Direct Install Gardens Customer Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in the Long Beach Utilities (LBUD) Direct Install Gardens Pilot Program (Program), I, for my myself, my successors, heirs, assigns, executors, administrators and spouse:

- Agree that I am the property owner.
- Agree that I shall participate in the Program, which includes the design, turf removal from the project area in the front yard and parkway at my property and the replacement thereof with drought-tolerant landscape and softscape and irrigation (Program Re-landscaped area).
- Agree to the Customer Terms and Conditions of the Program.
- Agree to submit the income eligibility paperwork to be considered for the Program.
- Agree that I have sole responsibility for the ongoing quality, appearance, and maintenance of the Program Re-landscaped area. This responsibility includes, but is not limited to, plant health, irrigation system maintenance, weeding, and abiding by Section 14.28.110 of the Long Beach Municipal Code regarding nuisance abatement.
- Agree that I shall make the Program Re-landscaped area and my property, as necessary, available to LBUD and/or its agents, in order for such parties to take before-and-after photos and videos of the Program Re-landscaped area, for promotional purposes, with such photos and/or videos may appear in print, on the internet, or in other venues, and further agree that I shall have no ownership interest in the design of the Program Re-landscaped area or the plans or other documents evidencing such design.
- Grant to the City of Long Beach, its departments (including without limitation the LBUD), boards, commissions, directors, officers, employees, agents, and designees (collectively, "City") non-revocable permission to capture my image and likeness and/or the image of the Program Re-landscaped area and my real and personal property in photographs, videotapes, motion pictures, recordings, and any other media (collectively, "Images"). I acknowledge that the City will own such Images and further grant the City permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to City business, including without limitation publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by the City prior to its use. I forever release the City from any and all liability arising out of the use of the Images in any manner or media whatsoever and waive any and all claims and causes of action relating to the use of the images, including without limitation, claims for invasion of privacy rights or publicity.
- Release and hold harmless the City from any and all liability relating to the Program, the Program Re-landscaped area, or to contracted services or products that may be installed as a part thereof. Any claim you may have based upon any defect or failure of performance of a contracted service or device or material purchased by you should be pursued with the Contractor or manufacturer/distributor. Long Beach Utilities Department makes no representation or warranty relating to contracted services or products that may be installed as a part of this Program. By participating in this Program, you waive and release the City, its contractors, and agents from any and all claims and



causes of action arising out of the purchase, installation or use of devices and materials in connection with this Program.

- By signing this form, I certify that all information provided is true and correct to the best of my knowledge and agree to comply with the program participation responsibilities and requirements, Terms and Conditions, as well as all federal, state, and local codes, including covenants, policies, conditions, and restrictions, as applicable. I further agree to hold harmless the City, its directors, officers, and employees against all loss, claims, damage, or liability resulting from participation in the Program, including but not limited to any loss or liability arising out of the installation or use, except to the extent arising out the gross negligence or willful misconduct of the City and/or its Contractors.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR INJURY, LIABILITY AND DAMAGE DUE TO NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISK BY SIGNING IT, AND SIGN IT VOLUNTARILY.

PRINTED NAME

SIGNATURE

DATE