



## Property Owner Agreement

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Oakland County and \_\_\_\_\_, the Property Owner whose address is:

\_\_\_\_\_.

This Agreement establishes an understanding between Oakland County and the Property Owner regarding the terms and conditions governing the Property Owner's participation in the RainSmart Rebates Program, the ("Program").

### Terms and Conditions

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

1. Property Owner grants designated agents of Oakland County, the Clinton River Watershed Council ("CRWC"), and/or Friends of the Rouge ("FOTR") reasonable access to the property at a reasonable time arranged in advance by mutual agreement to:

a. evaluate the property as an appropriate site for the planting of not more than two (2) trees at a cost of not more than \$250 apiece, the placement of not more than two (2) rain barrels at a cost of not more than \$125 apiece, or the installation of a rain garden at the cost of not more than \$6 per square foot which shall not exceed two thousand dollars (\$2,000);

b. inspect the final installation and/or plantings to determine that it meets Program standards;

c. monitor and gauge the maintenance and performance of the provided plantings, rain barrel or other material to ensure that it satisfies the purpose of the Program.

2. Property Owner, in consultation with the CRWC, FOTR and/or an Oakland County representative, is responsible for choosing the appropriate location to ensure proper water conveyance, drainage, and the avoidance of any utility conflicts.

3. During the term of this Agreement, Property Owner will operate and maintain the infrastructure in accordance with the recommendations and guidance provided by the CRWC, FOTR, and/or Oakland County and will exercise reasonable care to avoid interference with, damage to, or loss of function of the infrastructure.

4. Property Owner, by participating in this Program, assumes the risk and agrees to hold harmless Oakland County, its agents, officers, directors, employees, contractors, and any other person(s) acting on its behalf, from any liability or damages or injuries resulting from its





participation in the Program or for any claim(s) relating to the installation and operation of the infrastructure.

5. This Agreement is effective as of the date entered above and will expire five (5) years after the final inspection and sign-off by Oakland County.

6. Property Owner grants Oakland County, the CRWC, and/or FOTR the right to photograph or videotape the installations of the infrastructure and to publish such photographs or video for promotional and/or educational purposes.

7. All written notices or reports required under this Agreement shall be provided by posting in first-class mail as follows:

To: Oakland County  
c/o Water Resources Commissioner's Office  
1200 N. Telegraph Road  
Pontiac, Michigan 48341

To: Property Owner (Complete if mailing address is different than premises address.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Oakland County and Property Owner have executed this Agreement, effective on the date set forth in the opening paragraph of this Agreement.

By: \_\_\_\_\_  
Oakland County

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Property Owner

Date: \_\_\_\_\_