



## TERMS AND CONDITIONS

### 1. Program and Rebate Description

**1.1 Description:** The LADWP Hydration Station Initiative Program (HSIP) provides reimbursements towards the cost of purchasing, retrofitting, and/or installing qualifying hydration stations to Los Angeles Department of Water and Power (LADWP) non-residential water service customers.

**1.2 Program Term:** January 1, 2021, through December 31, 2026 (the "Program Term"). Funding for HSIP is limited, and HSIP may be modified, suspended or terminated at any time without notice.

#### 1.3 Definitions:

- "Hydration station" is a drinking fountain which incorporates a bottle filling mechanism, and only refers to indoor and outdoor units designed to be permanently mounted.
- "Customer" or "Applicant" is LADWP's customer of record.
- "Program Manager" is the LADWP assigned program administrator.

**1.4 Maximum Reimbursement Amount:** The total cost of hydration station installation is the cost of the hydration station and hardware, plus associated incidental material costs, plus the labor cost of installation, and is inclusive of taxes. The total cost minus any and all other financial incentives, rebates or discounts received (i.e., the "Net Cost") shall be considered in determining the incentive amount for each hydration station. The Maximum Rebate Amount shall be the lesser of the Net Cost or \$5,000 for each indoor hydration station installation, and the lesser of the Net Cost or \$10,000 for each outdoor hydration station installation. Reimbursement payments are not guaranteed.

**1.5 HSIP Reimbursement Eligibility Requirements:** HSIP applicants and projects must meet the following requirements and guidelines to be eligible for HSIP reimbursements:

- Applicants must be an active LADWP water service non-residential customer in good standing
- Projects must be located within LADWP's service territory
- Projects will be evaluated using procedure determined solely by LADWP
- Projects must meet all other HSIP requirements as specified in the program application and guidelines

**1.6 Limit per Premises:** LADWP reserves the right to limit the number of HSIP reimbursements per location.

**1.7 Eligible Installation Costs:** Eligible installation costs are limited to hardware and labor costs in connection with the initial connection of a hydration station. Hydration station operation and maintenance costs (e.g., water consumption costs, replacement parts, filters, etc.) are not eligible installation costs. Notwithstanding any of the foregoing, costs incurred for the installation of water service (e.g., water meter) do not qualify for reimbursement under HSIP. All costs, materials and labor will be reviewed for reasonableness by the Program Manager. Only reasonable costs incurred for the deployment of the hydration station are eligible for reimbursement under HSIP.

**1.8 Application Process:** Only the Customer of Record may submit applications. Applications from third parties will not be accepted.

If the customer of record is an individual person, the HSIP application must be signed by that person. If the customer of record is a company or other legal entity, the HSIP application must be signed by a member of that company or legal entity with the authority to do so. Reimbursements will only be issued to the customer of record. If the customer of record wishes to authorize a third party to act on their behalf, a Letter of Authorization will be required. Reimbursements will not be issued to third parties.

Applicant understands that submission of a signed HSIP application constitutes acceptance of the HSIP Terms and Conditions and guidelines, and adherence to HSIP policies and procedures. Applicant further understands that submission of the application package does not guarantee approval of any reimbursement amount.

The LADWP customer of record must submit a complete application with an original signature along with all required documentation to LADWP by US mail or email. Rebate applications and required documents must be submitted no later than December 31, 2026.

The HSIP application package may be mailed to:

LADWP HYDRATION STATION INITIATIVE PROGRAM  
ATTN: WATER QUALITY CUSTOMER CARE  
111 N. HOPE ST., JFB ROOM 1200  
LOS ANGELES, CA 90012-2607

The HSIP application package may also be e-mailed to [waterquality@ladwp.com](mailto:waterquality@ladwp.com).

**Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved. LADWP is not responsible for HSIP applications and/or documents sent to LADWP that are not received, lost or destroyed in transit.**

### 2. Qualifying Hydration Stations and Installation.

**2.1 Code Requirements:** The applicant is responsible for meeting all program requirements and for compliance with all applicable local, state and federal requirements regarding local conditions, restrictions, codes, ordinances, rules and regulations. Applicant shall obtain any permits required and provide them to LADWP upon request. Applicant shall, at their own expense, obtain and maintain all licenses and permits required by local, state, federal or other governing agency. Any failure by the applicant to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under HSIP.

**2.2 Hydration Station Conditions:** Qualifying hydration stations must be purchased new and unused. Retrofit kits to convert an existing drinking fountain into a hydration station may qualify for rebate under HSIP. Resold, rebuilt, and rented units, units received from warranty insurance claims, or won as a prize do not qualify. Replacement units are not eligible for reimbursement under HSIP.

**2.3 Water Service:** Qualifying hydration stations must be deployed at a location receiving water service from LADWP on a non-residential rate schedule. The hydration station must be served by LADWP. Only LADWP non-residential water service customers may apply for HSIP.

**2.4 Access:** All hydration stations must be publicly accessible.

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**2.5 LADWP Approval:** All customers must seek approval, via Notice to Proceed (NTP) letter from LADWP through the Water Quality Customer Care group, before deploying hydration stations. Customers failing to obtain such approval before deploying hydration stations may not be eligible to receive any reimbursement under HSIP.

**2.6 Qualifying Dates:** Eligible customer must purchase and install qualifying hydration stations during the Program Term.

**2.7 Installation Requirements:** The qualifying hydration station must be permanently installed at the LADWP water service address provided in the HSIP application within 120 days of the Notice to Proceed date.

**2.8 Inspection:** The applicant is responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out HSIP-related services and/or activities, including but not limited to:

- Pre-installation inspection to examine the existing equipment, if any, proposed installation location(s), and to check the accuracy of the Customer's information as listed in the application.
- Post-installation inspection to check installed hydration station, verify the accuracy of the Customer's information regarding proposed equipment and location as listed in the application and that the hydration station is operable, and test and confirm the water quality served by the hydration station meets federal, state, and local drinking water standards.

**2.9 Cleaning and Maintenance:** The applicant is responsible for maintaining the hydration station in an operable, clean and sanitary manner.

**2.10 Marketing Signage and Promotion:** The applicant is responsible for installing signage provided by LADWP at the site of the hydration station. The applicant must participate in promoting the hydration station after its installation (this can include photography of the unit to be featured in websites, social media and publications associated with HSIP).

### 3. Other Terms and Conditions

**3.1 Service Period:** The hydration stations must remain in service at the location specified on the HSIP application for a minimum of 5 years from the date the reimbursement payment is issued by LADWP (the "Service Period").

**3.2 Reimbursement Payment:** LADWP reserves the right to inspect the hydration station at any time with reasonable notice. Eligible customers agree to provide LADWP's representative reasonable access to the hydration station location during normal business hours. Eligible customers who fail to: (i) allow reasonable access to the hydration stations for inspection purposes by an authorized LADWP representative, or (ii) maintain the rebated hydration stations in service at the original deployment location for the Service Period, shall reimburse LADWP the amounts received under HSIP on a prorated basis (over the Service Period), or will otherwise forfeit any reimbursement payable under HSIP.

**3.3 IRS Reporting:** Reimbursements are taxable, and if cumulatively greater than \$600, will be reported to the IRS. LADWP is not responsible for taxes that may be imposed on a party as a result of the receipt of this reimbursement payment.

**3.4 No Warranty:** LADWP makes no warranty and is not responsible for any representation, whether expressed or implied, including but not limited to, the warranty of merchantability, fitness, performance, and longevity for any particular purpose, use, or application of the items or measures, manufacturers, dealers, contractors, or any other third parties, materials, workmanship, the quality, safety and/or installation of the items or measures, effects on pollutants or any other matter with respect to HSIP. Moreover, LADWP shall not be responsible for the workmanship including quality of installation, or the installer's failure to comply with applicable safety standards as it relates to the installed equipment.

**3.5 Limitation of Liability:** LADWP shall not be liable for any loss, claim, damage or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of usage and the theory of liability, tort, warranty, or breach arising from or related to any project work performed.

**3.6 Data:** LADWP may utilize, without compensation, data generated by the use of hydration stations to improve LADWP services, conduct studies, and for any other purposes in furtherance of LADWP's operations. Such data may also be provided to third parties for research and grant purposes and/or as required by law.

**3.7 Terms and Conditions:** Implementation and interpretation of the HSIP terms and conditions are at the sole discretion of LADWP, provided that if any of the foregoing terms and conditions are held invalid, illegal or unenforceable by a court of law having jurisdiction, such decision will not affect the validity, legality and enforceability of the remaining terms and conditions.

**3.8 California Public Records Act:** By applying for an LADWP reimbursement and/or program, personal information provided may be subject to public disclosure by requesting parties, pursuant to the California Public Records Act.