

RAIN GARDEN AGREEMENT

The City of Jeffersonville Drainage Board has developed an incentive program to encourage property owners to install and maintain rain gardens on their property. A rain garden is a landscaped area that collects rain water during a storm and helps the water soak into the ground rather than running off into a storm or combined sewer.

As a participant in the Jeffersonville Residential Rain Garden Incentive Program, the undersigned assert and affirm that I/we are the sole owners of the real estate located at (insert street address) (the "Property"), that there is no lease or other agreement or restriction concerning the Property prohibiting the installation and maintenance of a rain garden, and I/we have completed each of the following steps required to receive either free rain garden plants or an incentive payment.

My/our rain garden will be _____square feet.

I/we would like to receive my/our incentive as (select one):

_____free rain garden plants; or
_____incentive payment

Further, by completing this Agreement and signing below I/we agree to the following terms and conditions:

1. If receiving free plants, I/we shall use the plants in a rain garden following a layout provided by the City of Jeffersonville or designed by me/us or by someone else on my/our behalf. I/we shall install the plants in my/our rain garden.
2. The rain garden shall be completed by (insert date)
3. I/we understand that the value of the plants provided by the City shall not exceed a value of \$_____ and that plants must be selected from the City's approved rain garden plant list to qualify for the City incentive. I/we understand that if we select a cash incentive, the amount of the payment shall not exceed \$_____ and shall be paid based on the square footage of the garden at a rate of \$_____per square foot.
4. At least three (3) inches of double shredded hardwood mulch shall be applied to all areas of the rain garden.
5. I/we shall maintain my garden according to the maintenance information provided by the City of Jeffersonville for a period of at least three (3) years.
6. The City of Jeffersonville may show the location of my/our rain garden on a map posted on the City's website (www.cityofjeff.net)

7. The City of Jeffersonville or its representatives may visit my/our rain garden and take pictures including the rain garden.

8. The City of Jeffersonville may publish photographs of my/our property including the completed rain garden.

9. I/we agree to release and hold the City of Jeffersonville and its representatives harmless from any personal injury or property damage that may directly or indirectly arise in connection with design, installation or maintenance of a rain garden or its contents at the Property.

10. If I/we am/are not using a City of Jeffersonville design, I/we have attached a copy of the layout that I/we will be using including a proposed plant list.

This agreement is not valid or enforceable until signed by all Property owner(s) and an authorized City of Jeffersonville representative. The undersigned Property owner(s) agree to refund any received incentive payment if I/we fail to adhere to the above terms and conditions.

Owner(s) of the Rain Garden Property: (please print and sign)

First, Middle, Last Name

Street Address (if different from Rain Garden Property)

City / State/Zip

Day Phone Evening Phone

Mobile Phone Email (if Applicable)

Accepted by the City of Jeffersonville Drainage Board by:

Printed Name/Signature of Authorized City Representative

Date