



Revised 3/25/2025

## **Native Plant Parkway Program Customer Terms and Conditions**

### **Definitions**

- “LBUD” refers to the Long Beach Utilities Department.
- “City” refers to the City of Long Beach.
- “Re-landscaped Area” refers to the parkway area, the area in the right of way between the sidewalk and street curb, in square feet, which qualifies for re-landscaping under the Program.
- “Property Owner” is the owner of the property (the parkway) that qualifies for re-landscaping under the Program.
- “Parkway Program” refers to the Native Plant Parkway Program.
- “Parkway Program Materials” refers to the steppingstones, mulch, and California native plants provided for re-landscaping under the Program.

### **General Terms**

- Property Owner must submit a Parkway Program application, agree to the Parkway Program terms and conditions, and submit images of the Re-landscaped Area.
- Only one Parkway Program application shall be submitted per Property Owner per year. LBUD reserves the right to verify property ownership.
  - In the case when the property is owned by a corporation, “Property Owner” shall be the individual legally acting on behalf of the owner of the property. LBUD reserves the right to verify property ownership.
- Re-landscaped Areas must be:
  - An eligible Parkway.
  - Areas covered by living turf grass (which must be alive at the time of application).
  - Active LBUD water account receiving water to the area.
- The Parkway Program is available on a first-come, first-serve basis until funds have been depleted or Parkway Program terminates.
- LBUD reserves the right to stop the Parkway Program at any time.

### **Customer Responsibility**

- Property Owner has sole responsibility for the quality, appearance, and maintenance of the Re-landscaped Area for a period of 5 years following the date of installation. If, in its sole discretion, LBUD finds the Re-landscaped Area has not been properly maintained or if the landscape has been altered significantly from the



Parkway Program kit design (for example: if turf grass is reintroduced), Property Owner, if he/she has not sold the property by the time finding is made, shall reimburse LBUD for the value of the Parkway Program Materials as follows: 100% reimbursement if finding made in first 365-day period after payment; 80% reimbursement if finding made within 2nd 365-day period after payment; 60% if finding made within 3rd 365-day period after payment; 40% if finding made within 4th 365-day period after payment; and 20% if finding made within 5th 365-day period after payment.

- Property Owner has sole responsibility for complying with all applicable laws, permits, ordinances, codes, policies, covenants, and conditions that may apply to performance of the lawn removal/landscape conversion project. For City of Long Beach building and permit information call the Long Beach Community Development Permit Center at (562)-570-7648. Properties in historic districts may require special City permits. Permit applications and approvals are the sole responsibility of the Property Owner.
- If approved for Parkway Program Materials delivery, it is the sole responsibility of the Property Owner to ensure that all Parkway Program Material drop-off on Property Owner's residence comply with City municipal codes regarding street, alley, and public right-of-way obstruction. Materials must not fully or partially obstruct public streets, alleys, sidewalks, or other access points. Failure of the Property Owner to comply with City municipal codes may result in fines, penalties, or removal of Parkway Program Materials at the Property Owner's expense. The Property Owner assumes all liability for any violations or damages resulting from improper material placement.
- If approved for Parkway Program Materials delivery, Property Owner has the sole responsibility to sign off on the materials delivered by the contractor. Failure of the Property Owner to sign off on the Parkway Program Materials delivery may result in non-issuance of Parkway Program Materials.
- Property Owner of the water account irrigating the Re-landscaped Area has the sole responsibility to stay current on its City of Long Beach utility bill from the time of the application through the completion of the project and cannot be in violation of any LBUD water-use prohibitions during that period.

### **Customer Agreement**

- Property Owner agrees to release and hold harmless LBUD, its officials and employees from all liability, loss, claims, demands, causes of action, and damage relating to the Parkway Program, the Re-landscaped Area, Parkway Program Materials, or to contracted services or products that may be installed as a part thereof. Any claim Property Owner may have, based upon any defect or failure of performance of a contracted service or material provided by the Parkway Program, should be pursued with the contractor.



- Property Owner agrees to grant to the City and its departments (including without limitation the LBUD), boards, commissions, directors, officers, employees, agents, and designees (collectively, “City”) non-revocable permission to capture the applicant’s image and likeness and/or the image of the Re-landscaped Area and the Property Owner’s real and personal property in photographs, videotapes, motion pictures, recordings, and any other media (collectively, “Images”). Property Owner acknowledges that the City will own such images and further grants 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 media transmissions thereof, for the purposes of promoting climate appropriate landscapes.
- Property Owner further waives any right to inspect or approve the use of the images by the City prior to their use. Property Owner forever releases the City from all liability arising out of the use of the images in any manner or media whatsoever and waive all claims and causes of action relating to the use of the images, including without limitation, claims for invasion of privacy rights or publicity.
- Property Owner agrees to make the Re-landscaped Area and 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 Re-landscaped Area, for promotional purposes, which such promotions may appear in print, on the internet, or in other media venues, and further agrees that the Property Owner shall have no ownership interest in the design of the Relandscaped Area or the plans or other documents evidencing such design.
- Property Owner agrees to use the Parkway Program Materials provided by the Parkway Program for the intended purposes of transforming the Re-landscaped Area.

### **Customer Applications**

Any application containing inaccurate or misleading information will be disqualified from the Parkway Program and all commitments made by LBUD related to that application, including commitments for redeemable plant, softscape, and hardscape material deliveries, shall be automatically rescinded and rendered null and void.

- Property Owner is limited to one Parkway Program application per water account per year; If a person/company owns multiple properties, a maximum of five (5) approved Parkway Program applications will be eligible; for example, a company owning 30 properties with 90 different water accounts may receive approval for a maximum of five applications in one calendar year (one each for 5 water accounts).



- Property Owner acknowledges applications will be approved for Parkway Program Materials delivery in the order in which property owners notify LBUD that turf removal has been completed.
- Property Owner acknowledges eligibility for Parkway Program Materials including hardscape, softscape, and plant material delivery will be determined by LBUD's application processing date. If approved, Property Owner may be either eligible for hardscape, softscape, and plant delivery or hardscape and softscape delivery and plant pick-up.
  - Hardscape and softscape materials may be delivered to Property Owner year-round, regardless of application processing date.
    - Plant materials may be delivered to Property Owner for applications processed from October to May.
    - Plant materials are eligible for plant-pick up, at a date determined by LBUD, for applications processed from June- September.
- Property Owner acknowledges that Parkway Program funding is limited. The Parkway Program is available on a first-come, first-serve basis until funds have been depleted or Parkway Program terminates.

#### **LBUD Responsibility**

- Shall have the right to use the design of the Re-landscaped Area as well as before-and after-photos and videos of it, for the purpose of promoting climate-appropriate landscapes. This promotion could be in the form of videos, print, web, or other media venues.
- Shall have sole authority to resolve all disputes related to the Parkway Program, approval of applications, and all other related matters relevant to the Parkway Program.
- Certain information related to rebate and incentive payments made by LBUD to customers and contractors may be subject to the California Public Records Act. Information such as the name and address of applicants and the amount of the rebate or incentive received will be public information should a Public Records Act request for it be made.