



RAIN CHECK REBATE PROGRAM

Nonprofit/Public Property Agreement

This Agreement ("Agreement") is made on the ____ day of _____, 20 ____, by the Nonprofit Organization _____ [NPO's Employer Identification Number # _____] hereinafter referred to as the "NPO," and Prince George's County, Maryland, a body corporate and politic, hereinafter referred to as the "County," to and for the benefit of Prince George's County, Maryland and its successors and assigns.

This Agreement establishes the understanding between the County and the NPO regarding the terms and conditions governing participation in the County's Rain Check Rebate Program ("Program") and the rebates available to the Property Owner, as established in Subtitle 32, Sec. 32-201.01 et. seq. of the Prince George's County Code.

The Agreement covers a stormwater retrofit project ("Project") on County-owned public land located at the following address.

Street Address:		
City:	State:	Zip Code:
Property Tax Account Identification Number:		

Under Sec. 32-201.03(d), an NPO is allowed to perform community projects as long as they consist of stormwater management techniques that benefit the community and are located on public property.

The NPO proposes to implement the following retrofit technique(s) as part of the Project. Please check all that apply.

RETROFIT TREATMENT TYPE	QUANTITY INSTALLED	REBATE AMOUNT
<input type="checkbox"/> Urban Tree Canopy		
<input type="checkbox"/> Rain Barrels		
<input type="checkbox"/> Cisterns		
<input type="checkbox"/> Rain Gardens		
<input type="checkbox"/> Permeable Pavement		
<input type="checkbox"/> Pavement Removal		
<input type="checkbox"/> Green Roofs		
TOTAL REBATE VALUE		\$

The total cost of the Project is \$_____ and the total amount of the rebate is \$_____. The NPO has contracted with _____ to implement and construct the Project.



TERMS AND CONDITIONS

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

1. The NPO shall pay the initial project costs and receive a rebate from the County. Amount of rebate to NPO shall be in accordance with project rebates as established in Subtitle 32, Section 32-201.03. Rebates.
2. The NPO is responsible for choosing an appropriate location for the Project with respect to utility conflicts and drainage paths. The Project shall be designed in accordance with the County's Stormwater Design Manual and Best Management Practices and shall adhere to the eligibility criteria as specified in the Program documentation. The NPO is responsible for obtaining all necessary permits and constructing the Project according to all appropriate regulations and standards.
3. Operation and maintenance of the Project shall be in accordance with the operation and maintenance procedures identified in the Program. Operation and maintenance of the Project shall be performed by the public property owner unless otherwise mutually agreed to by the parties.
4. The County may make public the results of any evaluations or data collection, including photographs, images, or recordings undertaken by the County in connection with the Program.
5. The NPO assumes the risk and agrees to hold harmless the County for any claim relating to the installation of the Project. The NPO, by participating in the Program, hereby releases the County and its agents, officers, directors, employees, or any other persons acting on its behalf from any liability for damages or injuries resulting from its participation in the Program. The NPO agrees to indemnify and hold the County harmless for any injuries, damages, or claims arising from the Program.

FOR NONPROFIT ORGANIZATION	
Nonprofit Organization Representative Signature:	
Print or Type Name:	Date:
NPO Employer Identification Number (EIN):	
Name of Contractor (if applicable):	Date:
Contractor Representative Signature and Title:	Date:

FOR PRINCE GEORGE'S COUNTY	
County Representative Signature:	
Print or Type Name:	Date:

Return completed application to: The Chesapeake Bay Trust, Prince George's County Rain Check Rebate Program,
108 Severn Avenue, Annapolis, MD 21403 or email to Rebate@cbtrust.org.

For more information, call 410-974-2941.

