



## Fire Defensible Space Rebate Agreement

This Fire Defensible Space Rebate Agreement (“Agreement”) is entered into as of the full execution of the contract (“Effective Date”) by and between:

**Nevada Tahoe Conservation District** (“NTCD”); and

\_\_\_\_\_ (“Owner”).

NTCD and Owner may be referred to individually as a “Party” and collectively as the “Parties.”

This Agreement will be considered fully executed on the date the last Party signs. This Agreement expires at 11:59 p.m. local time on the date that is three (3) months after the Effective Date of the contract, unless extended in writing by NTCD (“Expiration Date”).

### 1. PURPOSE

The purpose of this Agreement is to provide a rebate to Owner for eligible costs incurred to complete wildfire risk reduction and fire defensible space improvements around the Property (defined below), consistent with the initial fire defensible space evaluation form and prescriptions issued by the Tahoe Douglas Fire Protection District (TDFPD).

### 2. PROPERTY

The property that is the subject of this Agreement is located at:

\_\_\_\_\_ (“Property”).

### 3. PROJECT SCOPE AND REFERENCE PRESCRIPTION

- 3.1 **Scope.** The work eligible for rebate under this Agreement (“Project”) consists of fire defensible space activities performed around the Property as prescribed in the Initial Fire Defensible Space form created by the Tahoe Douglas Fire Protection District and issued for the Property (Fire Defensible Space Form).
- 3.2 **Incorporation by Reference.** The Defensible Space Form is incorporated into this Agreement by reference as Exhibit A. If the Fire Defensible Space Form is updated or superseded after the Effective Date, only the version that is current in Fire Aside will govern unless the Parties sign a written amendment.
- 3.3 **No Change Orders Without Notice.** Owner will notify NTCD in writing before starting any work if the scope of work will materially change from the Fire Defensible Space Form prescriptions. NTCD may deny rebate eligibility for any materially changed work not consistent with the Fire Defensible Space Form or that was performed before Owner provided the required notice. If the Contractor proposes or the Owner approves any monetary changes, the Owner will confirm that the Contractor Bid Certification Form and Owner-Contractor Contract are still valid before submission to NTCD.
- 3.4 **Completion Standard.** A Passing Fire Defensible Space Inspection Form provided by TDFPD is required to be eligible for the rebate. The Project must be completed in a good and workmanlike manner and must substantially conform to the Fire Defensible Space Form prescriptions for the Property (“Completion Standard”). If NTCD determines the Completion Standard has not been met, NTCD may (i) deny the rebate request, or (ii) provide Owner a written list of deficiencies and allow Owner one reinspection after Owner completes corrective work before the expiration of the contract (or another time period approved by NTCD in

writing).

#### 4. REBATE AMOUNT; CAP

- 4.1 **Rebate Percentage and Maximum.** Subject to the terms of this Agreement, NTCD will reimburse Owner fifty percent (**50%**) of Eligible Costs defined in [Section 5.1](#) paid by Owner for the Project, up to a maximum rebate amount of **\$5,000** (“Rebate”).
- 4.2 **No Entitlement Beyond Cap.** Owner is responsible for all costs in excess of the Rebate cap and for any costs that are not Eligible Costs defined in [Section 5.1](#).
- 4.3 **Program Funding; No Obligation Beyond Available Funds.** NTCD’s payment obligations are subject to availability of program funds and any applicable legal restrictions on NTCD expenditures. If funds are exhausted, NTCD may delay or deny payment; however, NTCD will provide written notice to Owner.

#### 5. ELIGIBLE COSTS; INELIGIBLE COSTS

5.1 **Eligible Costs.** “Eligible Costs” means reasonable, customary, and documented costs incurred and paid by Owner to a professional contractor to perform the Project, including:

- a. labor charges for defensible space work (e.g., vegetation thinning, pruning, limbing, brush removal, ladder fuel reduction) consistent with the Fire Defensible Space Form;
- b. equipment charges directly related to the Project; and
- c. hauling and disposal fees for green waste or debris removed as part of the Project.

5.2 **Ineligible Costs.** Ineligible costs include (and will not be reimbursed):

- a. Owner’s own labor or volunteer labor;
- b. Any work on the home itself, such as improvements to eaves or vent coverings, or fences
- c. work not performed by a professional contractor;
- d. tools or equipment purchased (rather than rented as part of contracted services), unless NTCD approves in writing;
- e. landscaping or aesthetic improvements not required by the Fire Defensible Space Form;
- f. permit fees, fines, or penalties (unless approved in writing);
- g. costs covered by insurance or reimbursed by another program (no “double dipping”);
- h. performed before the contract is signed; and
- i. taxes not legally payable by Owner or otherwise not documented.

5.3 **Quote and Contractor Documentation Requirements.**

As a condition to rebate eligibility:

- a. if the total price quoted for each portion of the Project to be performed by a contractor is less than \$25,000, Owner must procure at least three (3) quotes for that portion of work before selecting the contractor;
- b. quotes may be obtained by phone, email, or in person;
- c. if any quote is received in writing, Owner must include a copy with the Rebate Submission Checklist request package;
- d. if the total price quoted for each portion of the Project is \$25,000 or more, Owner must contact NTCD before authorizing the work, and NTCD may require additional procurement steps or written pre-approval; and
- e. if the Project is performed by multiple contractors, Owner must obtain three (3) quotes for each contractor’s portion of the work (i.e., each scope performed by a contractor). Owner must complete a Competitive Bid Certification Form for each contractor used and submit it with the Rebate Submission Checklist request package.

#### 6. CONTRACTOR REQUIREMENTS

6.1 **Contractor Selection.** Owner is solely responsible for selecting and managing contractors and for ensuring contractor licensing, insurance, and compliance with all applicable laws.

6.2 **Minimum Insurance (Recommended).** Owner will use commercially reasonable efforts to retain

contractors maintaining customary insurance for this type of work, including general liability insurance and workers' compensation insurance as required by law.

**6.3 Independent Contractors.** Contractors are not agents of NTCD. NTCD does not supervise, direct, or control contractor work.

## 7. OWNER RESPONSIBILITIES

Owner will:

- a. Obtain all permissions and approvals necessary to perform the Project (including any HOA approvals and other permits, if required);
- b. ensure the Project is performed safely and in compliance with applicable laws, including any environmental and disposal requirements;
- c. maintain the Property and provide reasonable access for inspections under [Section 10](#);
- d. pay contractors directly; and
- e. submit a complete Rebate Submission Checklist request package under [Section 8](#).

## 8. REBATE REQUEST; REQUIRED DOCUMENTATION

**8.1 Submission Deadline.** Owner must submit a Rebate Submission Checklist request package to NTCD after completion of the Project, and in any event, no later than contract Expiration Date unless NTCD agrees in writing to an extension.

**8.2 Required Documentation.** A rebate request must include:

- a. Rebate Submission Checklist
- b. a copy of the Initial Fire Defensible Space Form (or NTCD's confirmation that it is on file);
- c. contract with the contractor, which includes itemized work performed, dates, signatures of both parties, and Property address. This could be satisfied by a written quote as long as it has all of the pertinent information;
- d. proof of payment (e.g., canceled check, payment receipt, paid invoice, credit card statement, or bank statement showing payment);
- e. Notification from TDFPD showing compliance with all Fire Defensible Space requirements
- f. a completed Competitive Bid Certification Form for each contractor used; and
- g. and additional documentation showing compliance with [Section 5.3](#) (including the three quotes for each contractor's portion of work and copies of any written quotes).

**8.3 Incomplete Submissions.** NTCD may request additional documentation. NTCD may deny or reduce the Rebate if documentation is incomplete, inconsistent, or does not demonstrate eligibility.

## 9. PAYMENT

**9.1 Review Period.** District will review a complete rebate request package within 2 weeks of receipt.

**9.2 Payment Timing.** If approved, NTCD will issue payment after receipt of funds by the granting agency, by ACH or check, to the details given on the Rebate Submission Checklist.

**9.3 Partial Approval.** NTCD may approve a partial rebate if only some costs qualify as Eligible Costs.

## 10. INSPECTIONS; VERIFICATION

**10.1 Right to Inspect.** NTCD and its authorized representatives may, upon reasonable notice, inspect the Property before, during, and after the Project to verify compliance with the Fire Defensible Space Form and this Agreement.

**10.2 No Certification.** Inspections are for rebate verification only and do not constitute a safety inspection, code compliance determination, or a defensible space certification by NTCD. Owner remains responsible for compliance with all laws and any applicable fire authority requirements.

## 11. NO WARRANTY; NO GUARANTEE OF FIRE PROTECTION

NTCD does not warrant the Project's effectiveness or that the Project will prevent wildfire damage. Owner acknowledges that defensible space reduces risk but does not eliminate it.

## 12. COMPLIANCE WITH LAWS

Owner will ensure the Project complies with all applicable federal, state, and local laws and regulations, including disposal, erosion control, protected species, and any seasonal restrictions. Owner is responsible for confirming whether any approvals are needed from other authorities.

## 13. INDEMNIFICATION

To the extent permitted by law, Owner will indemnify, defend, and hold harmless NTCD and its officers, directors, employees, agents, and volunteers from and against any third-party claims, demands, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Project; (b) Owner's breach of this Agreement; (c) any act or omission of Owner or Owner's contractors; or (d) injury to persons (including death) or damage to property in connection with the Project, except to the extent caused by NTCD's gross negligence or willful misconduct.

## 14. TERM; TERMINATION

14.1 **Term.** This Agreement begins on the Effective Date and ends on the earlier of (a) payment of the Rebate (if any) or (b) the Expiration Date unless terminated earlier under this [Section 14](#). For clarity, costs incurred or work performed after the Expiration Date are not eligible for the Rebate unless NTCD agrees in writing to an extension.

14.2 **Termination for Convenience.** NTCD may terminate this Agreement for convenience upon 7 days' written notice to Owner. In that case, NTCD will consider reimbursement only for Eligible Costs incurred and paid before the termination effective date, subject to verification and the Rebate cap.

14.3 **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure within 7 days after written notice.

14.4 **Effect of Termination.** Upon termination, Owner remains responsible for all Project obligations and costs. NTCD has no obligation to pay any Rebate unless and until NTCD approves a rebate request under this Agreement.

14.5 **Termination by Non-appropriation.** NTCD may terminate its participation in this Agreement effective immediately by providing written notice if, for any reason, NTCD's funding source is not appropriated or is withdrawn, limited, or impaired. NTCD will make all reasonable efforts to ensure payment for services rendered by Owner. Owner shall agree to hold NTCD free from any charges or penalties except for those already incurred through the date of notice of cancellation.

## 15. RECAPTURE; AUDIT

15.1 **Overpayment.** If NTCD determines it overpaid Owner, Owner will repay the overpaid amount within 7 days after written notice.

15.2 **Records; Audit.** Owner will keep all Project-related records for at least 6 years after payment and will provide copies to NTCD upon reasonable request for audit or verification purposes.

## 16. NOTICES

All notices must be in writing and delivered by personal delivery, certified mail (return receipt requested), or email (with confirmation of transmission), to the addresses below (or to an updated address provided by notice):

**If to NTCD:**

Dana Olson  
PO Box 915  
Zephyr Cove, NV 89448  
[dolson@ntcd.org](mailto:dolson@ntcd.org)

**If to Owner:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Notices are deemed received: (a) on delivery if personally delivered; (b) on the third business day after mailing if sent by certified mail; or (c) when sent if emailed during business hours, otherwise the next business day.

**17. ASSIGNMENT**

Owner may not assign this Agreement or any right to receive the Rebate without NTCD’s prior written consent. Any attempted assignment without consent is void.

**18. GOVERNING LAW; VENUE**

This Agreement is governed by the laws of the State of Nevada without regard to conflicts of laws rules. Any legal action arising out of this Agreement will be brought in the state or federal courts located in Douglas County, and each Party submits to those courts’ jurisdiction.

**19. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; COUNTERPARTS**

This Agreement (including Exhibit A) is the entire agreement between the Parties regarding the Rebate and supersedes all prior discussions. Any amendment must be in writing and signed by both Parties. If any provision is unenforceable, the remaining provisions will remain in effect. This Agreement may be signed in counterparts and electronically, each of which is deemed an original.

NTCD:

Signature: \_\_\_\_\_

Meghan Kelly  
District Manager  
[mkelly@ntcd.org](mailto:mkelly@ntcd.org)

OWNER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_