



Rain Bird® Agency Rewards™



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Non-profit and public agencies must make the most of every dollar spent. As an Agency Rewards™ member, you are eligible to earn Rain Bird Points every time you purchase Rain Bird products. You can redeem your Points for Rain Bird products and irrigation training.

Rewards Point Earning Levels¹

	Rain Bird Product Purchases	Rebate
Level I	No Minimum	3.5%
Level II	\$10,000	4.0%
Level III	\$50,000	4.5%

Point Value

Rain Bird Product Purchases	=Points	=Dollars
\$1,000	700	\$35
\$10,000	8,000	\$400
\$100,000	90,000	\$4,500

Eligible Products

All Rain Bird purchases qualify for the Agency Rewards program.

- Sprays
- Rotors
- Valves/Valve Boxes
- Controllers
- Central Control
- Drip
- Drainage
- Pump Stations/Filters

Additional Program Benefits

- 20% Discount on all Rain Bird Academy and Factory Trained Courses.
- No minimum purchase required to start earning points.
- 24/7 online access to member account.

Earning Agency Rewards is Simple and It's Free to Join!

Rain Bird's Agency Rewards program is free to join and has no minimum purchase requirements. For Agency customers adopting a 100% Rain Bird specification, additional benefits apply, including a standard 5 year warranty² and the ability to claim rewards points on contractor installed purchases³.

Just go to www.rainbird.com/agencyrewards, select the Rain Bird Agency Rewards Program and fill out the enrollment form to submit. If your enrollment is approved, you will receive confirmation of acceptance to the program.



¹Rebate levels are determined by the total purchases per year. ²Not including pumps. ³Contact your Rain Bird representative for details.



How It Works – As Simple as 1-2-3

STEP 1 – Purchase and Report⁴

- Purchase any Rain Bird product.⁵
- Rain Bird product purchases can be reported using either of these options:
 - 1) Ask your distributor to report your purchases directly to the Rewards Program. Simply provide your customer number and check regularly to make sure that all your purchases are generating points towards your Rain Bird Agency rewards account.
 - 2) Complete the Rain Bird Invoice Submission Form available at www.rainbird.com/agencyrewards. Attach invoices and email to the Rain Bird Agency Rewards Program Office.
 - Rewards@rainbird.com
 - Fax: (800) 862-4927

STEP 2 – Track Your Points⁶

Keeping track of your Rain Bird Agency Rewards Points is easy. We provide you with a number of ways to manage your account:

- 24/7 account access at www.rainbird.com/agencyrewards
- Toll-free number (1-888-370-1814) for the Rain Bird Agency Rewards Program Office.

STEP 3 – Redeem Your Agency Rewards Points⁷

The best part about Rain Bird's Agency Rewards Program is redeeming your agency's points. Our goal is to help you reinvest your irrigation dollars in your agency and your people.

- Complete the Points Redemption Form available at www.rainbird.com/agencyrewards to receive distributor credit to purchase Rain Bird products⁸ or Rain Bird Academy training.

⁴ Certain distributors will send reports of Rain Bird purchases directly to the Agency Rewards Program Office. Ask your distributor if they offer this service.

⁵ All Rain Bird turf irrigation products are eligible except golf, agricultural, consumer products and parts.

⁶ If you are unable to provide proof of purchase for your Rain Bird Installed projects, contact your Rain Bird representative for support.

⁷ Member listed on the account must sign the form.

⁸ Rain Bird may audit invoices at any time to assure distributor credit for Rain Bird product purchases only.

Rain Bird reserves the right to amend or discontinue the Agency Rewards program in accordance with the Rain Bird Agency Rewards Program Agreement. Comprehensive program rules are available online at www.rainbird.com/agencyrewards and in the program Member Guide.

This Rain Bird® Agency Rewards™ Program Agreement (the “Agreement”) sets forth the terms and conditions of the Rewards Program (the “Program”) offered by Rain Bird Corporation (“Rain Bird”) that apply to participating public agencies and nonprofit organizations (“Participants”). By enrolling in the Program, a Participant agrees to the terms and conditions of this Agreement as amended by Rain Bird from time to time.

Program Overview — Under the Program, Participants earn Rain Bird Points™ (“Points”) when they purchase certain Rain Bird products from authorized Rain Bird distributors (“Distributors”). (The term “Distributor” does not include mass retailers, home improvement centers, do-it-yourself stores, or other like entities, and therefore does not include companies such as Home Depot® and Lowe’s.®) Upon request, Participants can redeem their Points for rewards that include: (1) Distributor credit to purchase Rain Bird products (2) For Rain Bird Irrigation training.

Program Levels and Rewards — There are Three Participant levels in the program:

- **Level I: No Minimum Purchase Required** — Agency Rewards Rebate to be calculated at 3.5% of total purchases
- **Level II: \$10,000 Minimum Purchase Required** — Agency Rewards Rebate to be calculated at 4% of total purchases
- **Level III: \$50,000 Minimum Purchase Required** — Agency Rewards Rebate to be calculated at 4.5% of total purchases

Membership Qualifications — All professional public agencies and non-profit agencies in the United State are eligible to participate in the Program at the Agency Rewards level. Participants must meet and continue to satisfy the eligibility requirements as set forth in the Agency Rewards Member Guide. Rain Bird reserves the right to determine who may participate in the Program.

Registration — Public agencies and non-profit agencies may enroll at the Agency Rewards level by visiting www.rainbird.com/agencyrewards or contacting a Distributor or Rain Bird sales representative. All individuals enrolling and/or participating in the Rain Bird Agency Rewards Program represent and warrant to Rain Bird that they are duly authorized to act on behalf of the enrolled Agency and to enroll and participate in the Rain Bird Agency Rewards Program on behalf of the Agency. All individuals enrolling and/or participating in the Rain Bird Agency Rewards Program represent and warrant to Rain Bird that they are duly authorized to act on behalf of the enrolled Agency and to enroll and participate in the Rain Bird Rewards Program on behalf of the Agency. Participant is solely responsible for maintaining the security of its Member ID. In the event that Participant becomes aware that the security of its Member ID has been comprised or breached, Participant must notify Rain Bird and secure a new Member ID. Any individual who changes a Participant’s contact information represents and warrants to Rain Bird that he or she is duly authorized on behalf of the Participant to make such changes. Rain Bird assumes no responsibility for enrollment forms or other documents that are delayed, lost or stolen.

A Participant and its affiliates and subsidiaries may be considered as a single Participant record. When an agency becomes a Participant, Rain Bird will create for the Participant a Participant account and will issue to the Participant a Customer Program Identification Number (a “Customer ID”). The Participant’s customer ID must be used by the Participant in all Program communications. Rain Bird assumes no responsibility for enrollment forms or other documents that are delayed, lost or stolen in the mail.

Earning Rain Bird Points — Participants earn Points by purchasing qualifying Rain Bird turf irrigation products (“Turf Products”) from Distributors in the United States and Canada. The term “Turf Products” includes all residential, commercial, central control, landscape drip and accessories products, but does not include golf, agricultural or consumer products and parts, or any other products that Rain Bird designates as non-qualifying. Information on qualifying Turf Products can be obtained at any time by contacting Rain Bird. To determine if a supplier is a Distributor, please call 1-800-247-3782. Points will not be awarded for products purchased from suppliers, including sub-distributors, who are not authorized Rain Bird distributors.

A Participant will begin earning Points with respect to purchases of Turf Products from Distributors made on and after the first day of the calendar quarter in which the Participant enrolls in the Program. Specifically, a Participant who enrolls in January, February or March will begin earning Points for qualifying purchases made on or after January 1; a Participant who enrolls in April, May or June will begin earning Points for qualifying purchases made on or after April 1; a Participant who enrolls in July, August or September will begin earning Points for qualifying purchases made on or after July 1; and a Participant who enrolls in October, November or December will begin earning Points for qualifying purchases made on or after October 1.

Submitting Invoices — As a Participant, it is your responsibility to ensure that your purchases are reported to Rain Bird. When a qualifying purchase is made, the Participant must complete a Rain Bird Invoice Submission Form, attach original or photocopied paid invoices showing the purchase of Turf Products, and email them to the Rewards@rainbird.com. The Invoice Submission Form must contain Participant’s customer ID. In addition, invoices must contain the Participant’s name and location, the Distributor’s name and location, date of purchase, invoice date, and the model number, quantity, unit price, and extended price of each item purchased.

Submissions of paid invoices to Rain Bird must be postmarked within three weeks after the end of each calendar quarter. Specifically, submissions of January, February and March paid invoices must be postmarked by the end of the third week in April; submissions of April, May and June paid invoices must be postmarked by the end of the third week in July; submissions of July, August and September paid invoices must be postmarked by the end of the third week in October; and submissions of October, November and December paid invoices must be postmarked by the end of the third week in January of the following year. Invoice submissions postmarked beyond the due dates will not be accepted.

In addition, certain Distributors submit Participant purchase reports to Rain Bird on a quarterly basis, which may eliminate a Participant's need to submit Rain Bird Invoice Submission Forms. It is the Participant's sole responsibility to (1) determine whether a Distributor submits such reports and whether the reports contain all of the information required to be included in an Invoice Submission Form, (2) notify such a Distributor of Participant's membership in the Program and the Participant's customer ID and (3) monitor the accuracy and timing of the Distributor's reporting with respect to the Participant. By participating in the Program, each Participant authorizes Distributors to submit records of the Participant's Rain Bird product purchases on behalf of the Participant to Rain Bird. Distributor reports of Participant purchases are subject to the same timing requirements discussed in the previous paragraph with respect to Invoice Submission Forms. For example, a Distributor report with respect to Participant purchases made in January, February and March must be postmarked by the end of the third week in April.

The total amount of invoices submitted at any one time or purchases included in a Distributor report will be rounded to the nearest one-dollar (\$1.00) increment. If the price is not shown on invoices or other support materials, credit will be given at a value equal to 60% off the current published price of listed products.

Points may be revoked in the event sales are reversed or final payment is not received. There may be up to a six-week delay before Points are posted to a Participant's account. Rain Bird reserves the right to correct errors made to a Participant's account at any time and will inform Participant of any changes by mail, phone, fax or e-mail. Upon Rain Bird's request, Participant must provide Rain Bird with proof of invoice authenticity and payment. Rain Bird reserves the right to audit and verify invoices and/or Distributor reports for authenticity and accuracy.

All invoices and other documents that a Participant submits to Rain Bird will become the property of Rain Bird and will not be returned. Rain Bird assumes no responsibility for Invoice Submission Forms, invoices, reports or other documents that are delayed, lost or stolen in the mail. To determine the number of Points earned by a Participant on a qualifying Rain Bird purchase, Rain Bird applies the appropriate percentage to the purchase. Purchase amounts are calculated net of all taxes, discounts, returns and rebates and are converted to U.S. dollars if applicable as discussed above. Each \$0.05 resulting from this calculation earns one (1) Point. For example, as discussed above, the base rebate percentage for a Level 1 Agency Rewards Participant is 3.5%. Applying this percentage to a \$100 purchase results in \$3.5. \$3.5 divided by \$0.05 equals 70, which is the number of Points earned by an Agency Rewards Participant on a \$100 purchase.

Points are not redeemable in cash, have no cash value, and may not be assigned, transferred or used for any other purpose without the prior written consent of Rain Bird. Rain Bird may place restrictions on the use of Points from time to time by providing notice to Participants. Points that are not used during the calendar year in which they are earned are carried over to the next calendar year. Except to the extent that such expiration is prohibited by law, Points expire at the end of the second calendar year following the year in which they are earned. For example, Points earned at any time during 2020 will expire and be of no further use after December 31, 2022.

Using Points — To redeem Points, Participants must submit a completed Rain Bird Rewards Points Redemption Form ("Points Redemption Form"), which is included in the applicable Member Guide and is available online at www.rainbird.com/agencyrewards. Participants may submit the Redemption Form to the Rain Bird Agency Rewards Program Office by mail, fax or e-mail. The amount of the request may not exceed the amount of Points shown in the Participant's account balance at the time the Points Redemption Form is received by Rain Bird. Any individual who redeems points on behalf of a Participant represents and warrants to Rain Bird that he or she is duly authorized on behalf of the Participant to make such redemptions. Rain Bird assumes no responsibility for Points Redemption Forms or other documents that are delayed, lost or stolen in the mail. All Participants that receive rewards grant Rain Bird permission to use the Participant's name and likeness in marketing communications related to Rain Bird except where restricted or prohibited by law.

Distributor Credits: A Distributor Credit to purchase Rain Bird Products will be issued in the name of the Participant and posted to the accounts payable account with Rain Bird. Participants are responsible for advising the designated Distributor of the pending credit so that it may be applied to the Participant's account with the Distributor. Rain Bird assumes no responsibility for Distributor Credits that are delayed, lost, stolen or misapplied, including without limitation based on the Participant's designation of a Distributor, and assumes no responsibility for ensuring that Distributor Credits are applied by a Distributor to the Participant's account with the Distributor. Rain Bird may audit invoices at any time to assure distributor credit for Rain Bird product purchases only.

Point Expiration — Points expire at the end of the second calendar year following the year in which they are earned. For example, Points earned at any time during 2020 will expire and be of no further use after December 31, 2022.



Status of Participants — Rain Bird and Participants are independent entities. Nothing in this Agreement will be construed to make a Participant the agent, employee, franchisee, partner or legal representative of Rain Bird. Participants shall not make any representations on Rain Bird's behalf to others regarding the Program. Rain Bird assumes no responsibility or liability for the work or statements of any Participant. Participants shall not engage in any deceptive, misleading, illegal or unethical practice involving their use of Points or Distributor Credits. In addition, Participants shall not make representations, warranties or guarantees to customers with respect to the specifications, features or capabilities of Rain Bird products that are inconsistent with product literature distributed by Rain Bird.

Fees and Taxes — Any and all fees and tax obligations arising from Participant's receipt or use of Points (excluding taxes based upon the net income of Rain Bird) are the sole responsibility of the Participant. To the extent required by law, Participants will receive an IRS Form 1099 for the value of Points redeemed for certain rewards. It is recommended that the Participant consult its tax advisor for complete information regarding fees and taxes related to the Program. Participants may be required to reimburse Rain Bird for the amount of any tax, tariff, duty or assessment that Rain Bird is obligated to pay or collect in connection with the Participant's participation in the Program.

Consent to Contact Participant: By participating in the Program, each Participant agrees and grants specific permission and consent that (1) Rain Bird may send all notices, approvals, consents, and other Program communications to the Participant at the mailing address, e-mail address reflected in the Participant's record, (2) this consent shall be deemed to apply to and be given by Participant's subsidiaries and affiliates at any of the addresses or numbers set forth in the Participant's record, and (3) the execution of this Agreement creates an "Existing Business Relationship" as that term is used in Federal and State legislation between Participant and Rain Bird related to unsolicited telephone and other communications. Participants must send all Program communications to Rain Bird at Rain Bird Corporation, Rain Bird Rewards Program Office, 6991 E. Southpoint Road, Tucson, AZ 85756 USA, or at such other address(es) as Rain Bird may designate from time to time.

Proprietary Rights: Participant acknowledges that Rain Bird is the sole owner of the mark RAIN BIRD and other trademarks, trade names, trade dress and related proprietary rights. Participant acquires no interests therein by virtue of this Agreement. During the term of this Agreement, Rain Bird grants to Participant a non-exclusive, non-transferable license to use the mark RAIN BIRD for promotion of Rain Bird's goods, strictly in accordance with Rain Bird's direction and control. Accordingly, Participant: (a) acknowledges that all use of Rain Bird's marks inures to the exclusive benefit of Rain Bird; (b) will limit use to and comply with usage guidelines for Participant as set forth on the www.rainbird.com website; (c) will not register, represent or assert any interest in proprietary rights belonging to Rain Bird, including any tradenames or domain names incorporating formative elements confusingly similar to Rain Bird's marks; (d) will not dispute Rain Bird's ownership of Rain Bird's marks or similar proprietary rights and will report promptly to Rain Bird any infringement or unauthorized use thereof which comes to its knowledge; (e) acknowledges that it has no right to institute proceedings against any infringer of Rain Bird's marks; (f) will not adapt, change or delete any such trademark, copyright or proprietary right of Rain Bird; and (g) will cease use of all trademarks, copyrighted materials and proprietary rights belonging to Rain Bird upon termination or expiration of this Agreement.

Amendments — Rain Bird may amend (add to, delete or change) the terms of the Program and/or this Agreement or the Member Guides at any time without notice. This means, for example, that we may change the number of Points earned for spending, the number of Points required to redeem rewards, or the rewards available. The current form of the Agreement or Member Guides will be posted on Rain Bird's website. Unless otherwise indicated, amendments will apply to any Points accrued and/or awarded in the future under the Program.

Participant Termination — Participants may terminate their participation in the Program at any time. Rain Bird may terminate or suspend any Participant's participation in the Program: (1) without cause by giving the Participant at least 45-days prior notice; (2) without prior notice if the Participant fails to earn Points for a period of 12 consecutive months; or (3) without notice at any time for cause. "Cause" shall be deemed to exist if: the Participant fails to comply with the terms of this Agreement or any other agreement with Rain Bird or a Distributor; or Participant submits altered or fraudulent invoices in connection with the Program; or Participant acts in a manner that is inconsistent with the intended operation of the Program; or Participant acts in a manner that Rain Bird reasonably believes may have an adverse effect on its reputation in the community. Accrued but unused Points will be forfeited upon termination.

Program Termination — Rain Bird may terminate the Program at any time by providing notice to Participants at least 45 days in advance of the termination date. Such notice may include posting the notice of Program termination on Rain Bird's website. Participants will have until the termination date to use all accrued but unused Points.

California Law — This Agreement will be governed and construed in accordance with California law, without reference to its conflict of law provisions.

Assignment — Participants may not assign, delegate or otherwise transfer (by operation of law, merger or otherwise) any right or obligation under this Agreement to others without Rain Bird's prior written consent, which it may withhold without cause.

Entire Agreement — This Agreement constitutes the entire agreement between Rain Bird and Participants with respect to its subject matter and supersedes all prior discussions and agreements between them. In the event of any conflict between this Agreement and Member Guide, enrollment, invoice submission or order forms, marketing materials or other Program documentation, this Agreement shall control. Rain Bird is not liable for errors or omissions made by its employees or agents in the printing of the Agreement or Member Guide or other related materials, or for errors or omissions made by its employees or agents in interpreting or executing the terms and conditions of the Program. Rain Bird is not affiliated with any of the suppliers of the Program's rewards ("Suppliers") and does not endorse or guarantee any of the products or services offered by the Suppliers.

Arbitration — Any controversy or claim arising out of or related to this Agreement or the Program shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties understand and agree that they are waiving their right to a trial before a judge or jury. Arbitration between the parties shall be held in Los Angeles County, California.

No Third Party Beneficiaries — This Agreement is for the benefit of Rain Bird and Participants. No other person or entity has any rights under this Agreement.

Consent to Contact Participant — It is understood that enrollment in this Program creates an "Existing Business Relationship" as that term is used in Federal and State legislation related to unsolicited telephone and other communications. Further, by executing and submitting the Enrollment Form, the participant agrees and grants specific permission and consent to be contacted by Rain Bird by means of telephone, fax or email at the telephone and fax numbers and email addresses which were provided in the Enrollment Form. This consent shall be deemed to apply to and be given by additional branches and offices of the participating agency or organization.

The Intelligent Use of Water.™

LEADERSHIP • EDUCATION • PARTNERSHIPS • PRODUCTS

At Rain Bird, we believe it is our responsibility to develop products and technologies that use water efficiently. Our commitment also extends to education, training and services for our industry and our communities.

The need to conserve water has never been greater. We want to do even more, and with your help, we can. Visit www.rainbird.com for more information about The Intelligent Use of Water.™



Rain Bird Agency Rewards Program Office

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