



## Plumbing Fixture Replacement Program (PREP)

### Overview and Eligibility Requirements

Thank you for your interest in our free toilet replacement program. Replacing older, high water use toilets with high-efficiency models is one of the most effective ways to save water in your home. The program is available to residential properties in San Francisco and our retail service area with an active SFPUC water account.

To participate, your property **must have existing toilets that use 3.5 gallons per flush. Residential properties purchased after July 1, 2009 are generally not eligible for participation**, because [San Francisco's Residential Energy and Water Conservation Ordinance](#) requires that old non-compliant toilets (as well as faucets and showerheads) be replaced with water-efficient models before the property is sold.

Visit [sfpuc.org/prep](http://sfpuc.org/prep) for guidance on determining toilet flow rates.

### Program Terms and Conditions:

**By submitting your online application form, you are confirming that you have read, understood, and agree with all the Program Terms and Indemnification provisions. The Participant is defined as the water account holder, property owner(s), or the property owner's legal representative.**

- For multi-family properties, the participant must provide tenants appropriate notice for SFPUC or Contractor entry.
- All bathrooms accessed by the SFPUC/Contractor are cleaned before the scheduled appointment.
- Wearing a mask and socially distancing during appointments is highly encouraged.
- Our Contractor shall have access to the property as necessary to install the high efficiency plumbing fixtures. A responsible adult must remain at the site during the duration of the toilet installations.
- The SFPUC reserves the right to schedule a site visit to confirm toilet installations.
- High-efficiency plumbing fixtures will not be installed at locations where abnormal site conditions exist, including, but not limited to rotted flooring, broken waste flange, atypical rough-in dimensions, defective supply plumbing, and hazardous materials in or around areas where work is being performed.
- Correction of any abnormal site conditions is the sole responsibility of the Participant.
- Installation does not include carpentry or cosmetic repairs.
- The Participant agrees to contact Recology to schedule a pickup of the old plumbing fixtures under

their bulky item pickup service. For larger sites, Recology will provide a cost estimate for the appropriate storage receptacle for dismantled old plumbing fixtures and schedule a date for removal.

- At the completion of the installation, the new high-efficiency toilets become property of the Participant. The SFPUC is not responsible for any manufacturer and/or contractor warranties. All products, services and labor are guaranteed and warranted solely by requirements.
- The SFPUC is not responsible for damage that might occur to a Participant's property because of participation in the program. The SFPUC is not responsible for the quality of the toilet or installation and does not warranty any toilet or any fixtures component.
- The SFPUC does not guarantee that lower water bills will result from participation.

**I hereby certify** that the property listed on this application is being served as a retail water customer of the SFPUC; The SFPUC provides high-efficiency toilets to achieve its water conservation goals by reducing public water demand. I agree to defend, indemnify and hold harmless the City and County of San Francisco (City) and all of its officers, agents, employees or authorized agents, employees or authorized representatives from any claims, suits, actions, losses or liability of every kind, nature and description resulting from participation in the High-Efficiency Toilet Replacement Program, including but not limited to, the delivery, installation, product malfunction, plumbing malfunction, maintenance or use of high-efficiency toilets acquired from the SFPUC. This provision shall not apply if the loss is caused by the sole negligence or intentional tort of any person indemnified hereinabove.

In addition to Participant's obligation to indemnify City as specified herein, Participant specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Participant by City and continues at all thereafter. City shall give Participant prompt notice of any claim covered by the foregoing indemnification provision and participant shall have the right to defend, settle or compromise any such claim, except that Participant shall seek City's prior written consent to settle or compromise any claim if the Participant contends that the City also shares in any liability.