

Make the most of every dollar spent.



Program Overview



The K-Rain Premier Builder Rebate Program is a benefit for builder/developer projects that utilize K-Rain qualifying turf products purchased and installed into residential developments.

The Premier Builder Rebate Program offers:

- Cash rebates
- Installer support
- On-site inspection
- 5 year product warranty

Qualifying K-Rain turf products:

- Rotors
- Sprays
- Controllers
- Valves
- Drip Irrigation



How It Works

STEP ONE

K-Rain acceptance as a qualified vendor

- Manufacturer of a full line of irrigation products for 46 years+
- Distributed nationally and in over 60 countries worldwide
- EPA WaterSense available products
- ISO 9001 certified company

STEP TWO

Tracking Installation of K-Rain products

- The K-Rain representative will arrange to visit your site during and/or after install to verify product installation
- Builder online access for viewing rebate balance

STEP THREE

Redeem your rebate

- Receive your rebate
- \$25 rebate per K-Rain system



Agreement

Fees and Taxes: Any and all fees and tax obligations arising from Participant's receipt or use of Rebates (excluding taxes based upon the net income of K-Rain) are the sole responsibility of the Participant. To the extent required by law, Participants will receive an IRS Form 1099 for the value of Rebates redeemed for certain rewards. For example, Non-Promotional, Non-Business rewards may be taxable, requiring issuance of Form 1099. 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 K-Rain for the amount of any tax, tariff, duty or assessment that K-Rain 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) K-Rain may send all notices, approvals, consents, and other Program communications to the Participant at the mailing address, e-mail address, or fax number 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 K-Rain related to unsolicited telephone and other communications. Participants must send all Program communications to K-Rain at K-Rain Manufacturing Corporation, K-Rain Rewards Program Office, 1640 Australian Avenue, Riviera Beach, FL 33404 or at such other address(es) as K-Rain may designate from time to time.

Definition: K-Rain system is defined as an irrigation system containing a controller with valves and utilizes either rotors, sprays or drip irrigation.

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

Participant Termination: Participants may terminate their participation in the Program at any time. K-Rain 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 Rebates 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 K-Rain or a Distributor; or Participant acts in a manner that is inconsistent with the intended operation of the Program; or Participant acts in a manner that K-Rain reasonably believes may have an adverse effect on its reputation in the community. Accrued but unused Rebates will be forfeited upon termination.

Program Termination: K-Rain 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 K-Rain's website. Participants will have until the termination date to use all accrued but unused Rebates.

Florida Law: This Agreement will be governed and construed in accordance with Florida 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 K-Rain's prior written consent, which it may withhold without cause.

Entire Agreement: This Agreement constitutes the entire agreement between K-Rain 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 the program brochures, advertising materials, enrollment form, invoice submission or order forms, marketing materials or other Program documentation, this Agreement shall control. K-Rain 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. K-Rain 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 Palm Beach County, Florida.

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

Builder/Developer

Signature: _____

Print: _____

Date: _____

K-Rain

Signature: _____

Print: _____

Date: _____



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AN ISO 9001 CERTIFIED COMPANY

About K-Rain Manufacturing

A privately held company located in Riviera Beach, Florida, K-Rain is the 4th largest manufacturer of irrigation products in the world and is leading the industry in the development of rotor and nozzle engineering.