

Newly-Installed Landscape or Special Circumstance Variance Application Form
DALLAS CITY CODE SECTION 49-21.1

Type of Variance

Please check appropriate box(s):

Newly-Installed Landscape:

- New sod or grass seed (variance from twice weekly & time-of-day provisions)
- New bedding plants or shrubs (variance from twice weekly provision)

Special Circumstance - specify which provision(s) in explanation section below

Applicant Information

Name of Applicant (Contact) _____

Street/Mailing Address for Variance _____

Street/Mailing Address for Billing (if different) _____

Daytime Phone Number _____ FAX _____

E-mail _____

Dallas Water Utilities Account Number _____

The reasons for requesting a variance must be described below. Please be aware that according to the Dallas City Code: (1) granting of a variance must not cause an immediate significant reduction in the city's water supply; (2) the health, safety, or welfare of other persons will not be adversely affected by granting of the variance; and (3) the applicant must demonstrate that the extreme hardship or need is related to the health, safety, or welfare of the person requesting it.

Explanation for Variance Request

Please describe why this variance is being requested (you may attach additional information on a separate sheet if needed):

If the variance application is for new landscape, the Applicant requests that the five-week period for supplemental irrigation to begin on _____ and will end five weeks later on _____.

Conditions for Variance

By submitting this application, the property owner/manager agrees to the following:

- Agree to inspection by DWU staff to verify conditions stated in application.
- If the variance is granted, post Variance Permit sign in view of the public.
- Observe all other Water Conservation Ordinance requirements.
- Variance will automatically expire if the Drought Contingency Plan is implemented by the Dallas City Council.

Applicant affirms that all statements and documentation made in this Application are true and correct. Applicant also agrees as part of this application to comply with all applicable requirements of Chapter 49 of the Dallas City Code, as amended, including but not limited to Section 49-21.1 Conservation Measures Relating to Lawn and Landscape Irrigation.

Applicant understands and agrees that any variance granted may be revoked by the Director of Dallas Water Utilities at any time in the Director's discretion if: (a) Customer violates any terms and conditions of water usage as set forth above; (b) Customer violates any of the provisions of Chapter 49 of the Dallas City Code, as amended, including but not limited to Section 49-21.1; (c) the facts or circumstances that justified the variance no longer exist; (d) an immediate significant reduction in water supply or waste of water occurs as a result of usage under the variance; or (e) the health, safety, or welfare of the general public or specific persons requires revocation of the variance.

Applicant has read, fully understands, and consents to the terms and conditions set forth for the variance policy and procedures, and also understands that violation of the terms and conditions may result in criminal prosecution in Municipal Court, as well as revocation of the variance permit.

As a further express condition precedent to the granting of a variance as requested by this Application, Applicant **EXPRESSLY AGREES TO FULLY AND COMPLETELY** defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Applicant's violation of any terms or provisions of a variance permit, if granted, or by any use of water under such a variance permit, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE. THE REQUIREMENT OF APPLICANT TO DEFEND AS DESCRIBED ABOVE ALSO UNCONDITIONALLY APPLIES REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE.** Nothing in this paragraph shall be construed as waiving any governmental immunity available to the City of Dallas under Texas law. The provisions of this paragraph are solely for the benefit of Applicant and the City of Dallas and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXECUTED as consented to this the _____ day of _____, 20_____.

APPLICANT SIGNATURE: _____

IF CORPORATE APPLICANT:

CORPORATE NAME: _____

I hereby certify that I have authority to bind the named Corporate Applicant and the Owner of the Property.

OFFICER'S SIGNATURE: _____

TITLE: _____