

ANZA ELECTRIC COOPERATIVE, Inc.

A Touchstone Energy® Cooperative 

Thermostat Program Participation Agreement and Release of Liability

This Participation Agreement and Release of Liability is entered into this _ day of _____, 202_, by and amongst the undersigned HOMEOWNER, Anza Electric Cooperative, Inc. (“AEC”), and Arizona Electric Power Cooperative, Inc. (“AEPSCO”).

AEPSCO and AEC are implementing a Thermostat Program (“Program”) to utilize smart thermostats to reduce energy demand utilizing a proprietary software which is abetted by a third-party (“Resideo Energy Management”). Under the terms of the Program, HOMEOWNER will receive a smart thermostat from AEC at no cost to HOMEOWNER. An AEC approved contractor will schedule installation of the thermostat with the HOMEOWNER. AEC will pay for the cost of basic installation (no rewiring). **HOMEOWNER must have Wi-Fi internet service enabled and router password prior to installation by the contractor.**

HOMEOWNER acknowledges the Program is only available to homeowners and has represented that he, she, or it in fact owns his, her, or its home and has the requisite authority to enter into this Agreement. HOMEOWNER further acknowledges that **AEC or AEPSCO may cancel the program at any time. HOMEOWNER may cancel participation in the Program at any time** by notifying AEC in writing of his, her, or its choice to terminate Program participation. However, if HOMEOWNER terminates participation in Program within the first 12-month period, AEC reserves the right to recoup from HOMEOWNER the cost of the thermostat and any installation expense if applicable.

HOMEOWNER hereby acknowledges that by completing and submitting this document to AEC, HOMEOWNER is providing personal information, not otherwise known, to AEPSCO and to Resideo Energy Management for the sole purpose of participation in the Program. HOMEOWNER further acknowledges that Resideo Energy Management’s End User License Agreement or EULA (located at <https://www.connectedsavings.com/eula/>) also applies to the terms and conditions set forth in this agreement.

HOMEOWNER hereby grants permission to AEPSCO and/or AEC to monitor and adjust HOMEOWNER’s thermostat once installed during high energy demand periods through the HOMEOWNER’s Wi-Fi system. However, the number of adjustment events per year shall not exceed thirty (30).

HOMEOWNER retains the right to override such load adjustment events. However, if HOMEOWNER overrides or fails to be connected through Wi-Fi for more than 35% of the load adjustment events during the first year following installation then HOMEOWNER shall not receive any Program incentives provided to HOMEOWNER by AEC.

If AEC or AEPCO determine that HOMEOWNER has cooperated with demand adjustment events with fewer than 35% overrides of the demand adjustment events during the twelve-month period of connection following installation and for each twelve-month period thereafter, AEC shall credit HOMEOWNER's account with One Hundred Dollars (\$100.00) credit.

HOMEOWNER understands that while participation in the Program and the services provided hereunder is designed to alleviate high demand, the Program and the services **may not result in a lower electric bill. HOMEOWNER acknowledges that no warranties or guaranties concerning lower electric bills have been made or relied upon by HOMEOWNER** when electing to participate in the program.

RELEASE

HOMEOWNER hereby releases Arizona Electric Power Cooperative, Inc., Anza Electric Cooperative, Inc., and Resideo Energy Management from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with the Program and the services provided hereunder.

HOMEOWNER agrees that any and all disputes which cannot be resolved between HOMEOWNER and AEPCO and/or AEC and any cause of action arising out of or connected with the services provided hereunder, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will HOMEOWNER be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees. Further, HOMEOWNER waives all rights to have damages multiplied or increased pursuant to any statutory or common law provisions.

HOMEOWNER Information:

How many thermostats are in the home currently? _____

Does your home have Wi-Fi service? _____

Address: _____

Account No. _____ Phone _____ Email _____

Thermostat Type / Brand ecobee 3 lite Thermostat Serial Number _____

Thermostat Type / Brand ecobee 3 lite Thermostat Serial Number _____

I/We agree:

Print Name Homeowner Signature Date

Print Name Homeowner Signature Date