



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT

The Power To Do More.®

Power Protection Service

Terms and Conditions

Effective 02/01/06

By enrolling in SMUD's Power Protection Service, you agree to the following terms and conditions.

1. SMUD has the right to enter your property to install, operate, maintain and/or remove our surge suppressor device at your meter.
2. SMUD owns the meter-based or panel-mount device and only our employees or representatives may install, operate, maintain or remove the device.
3. You must notify SMUD within 30 days after discovery of any damage to the meter-based or panel-mount device. You must also notify the manufacturer within 30 days in order for their warranty to be in effect. Please keep all damaged parts including surge suppressors, appliances or electronic equipment, as the manufacturer may need to inspect them.
4. The service comes with a Manufacturer's Warranty. However, SMUD disclaims all liability and makes no warranties of any kind to you, including any implied warranty of merchantability or fitness for a particular purpose. Any liability for consequential damages is excluded. A copy of the Manufacturer's Warranty will be provided to you at the time of installation. It can also be viewed at www.smud.org.
5. The initial Power Protection Service enrollment term is six months from date of sign up. After six months, enrollment continues month by month until cancelled by you in writing or by SMUD.
6. If you move to another home prior to the end of the initial enrollment term of six months, you may:
 - a. pay any unbilled balance for the remaining portion of the six months and transfer the remaining coverage to the new owner by written notice to SMUD, or
 - b. transfer the remaining coverage to your new address, as long as it is within SMUD's service territory.

7. If you move to another home after the end of the initial enrollment term of six months, and do not cancel:

a. the service will automatically transfer to your new address, as long as it is within SMUD's service territory, or

b. if your new home is outside of SMUD's service territory, the service will be cancelled by SMUD.

8. Should you default on your payments, you agree to pay all costs of collections, including court costs and attorney fees.