

# Customer Agreement for HomePower

## In-Home Electrical Repair Service, offered by SMUD

### Introduction

The HomePower Service (HPS) is an optional program for homes receiving electric service from the Sacramento Municipal Utility District (SMUD). For a fee of \$5.95 per month, eligible homeowners can request diagnosis and repair of specified minor home electrical components that fail from normal use. There is a \$500 limit to repair costs per year under the program.

This document outlines the terms and conditions of the HPS. Please keep this information as well as the Welcome / Enrollment Letter for your reference when using the HomePower Service. If you have any questions, call the SMUD Contact Center during regular business hours (Monday-Friday, 7:00 a.m. to 7:00 p.m., except holidays) at **1-888-742-7683**.

### What is Included in the HomePower Service?

Covered services under HPS include only single-phase in-home electrical components described below, and exclude all others. The electrical components must be in safe, working order when you enroll in the HPS. **Pre-existing electrical problems are not covered** and are not eligible to be repaired. A qualified, licensed electrical contractor hired by SMUD will perform the repairs.

The Home Power Service includes the following **“Covered Services:”**

#### **Troubleshooting and diagnosis of electrical problems within the home and garage:**

- The HPS contractor will contact you by telephone and offer troubleshooting for covered services, if applicable, to resolve your HPS service request.
- If the contractor makes a service call to your home, they will provide you a written description of the electrical problem and will identify which of the repairs are covered by the HPS and which of the suggested repairs are not included in the HPS.
- For any work needed, you will be provided a written, itemized estimate for the full cost of repairs for both covered and non-covered services.,

#### **Included repairs or replacements of 120 and 240-volt systems within in the home:**

- Circuit breakers in panels or sub panels, including main breaker up to 200 amps;
- Fuses in panels or sub panels, including main fuse up to 200 amps;
- Wall switches\*, including incandescent dimmer switches;
- Wall outlets\*, including Ground Fault Circuit Interrupter (GFCI) outlets (square D type only);
- Faulty electrical connections (fed from a 200 amp or less main breaker);
- Faulty electrical wiring (only wiring fed from a 200 amp or less main breaker that is accessible without altering the structure);

\* (Including interior cover plates, if needed, in white or ivory only.)

The HPS electrician will decide whether the electrical component will be repaired or replaced. Replacement of electrical components will be of like quality and of similar capacity, however exact design or use of identical replacement parts or the same brand name cannot be guaranteed. Obsolete, unavailable or non-standard materials are not included in the HPS as a “Covered Service.” The HPS does not include upgrades or additions to existing electrical system components or 3-phase service.

When required, the electrical contractor will obtain appropriate electrical permit and inspection documents to conform to local inspection authority requirements for repairs included in the HPS. **Permit and inspection fees are covered by the HPS** and count toward the \$500 per calendar year limit for services provided by the program. In the event that a main breaker needs replacement, a permit must be obtained prior to performance of the work and SMUD must disconnect electrical service to the home. The replacement of a main breaker may leave the customer without electricity for more than 24 hours.

**Coverage is only provided for repair or replacement of your home’s internal electrical distribution system components** that were installed in accordance with the National Electrical Code (NEC), industry standards and local building codes.



This includes the original installations when your home was built, and any subsequent additions, alterations, modifications, repairs or replacements of the internal electrical distribution system of your primary dwelling and garage that were installed and/or completed in accordance with the National Electrical Code, industry standards, local building codes and applicable permit and inspection requirements. To be covered under the HPS, such components must have worn out or malfunctioned due to normal use or wear and tear *while your home and garage are enrolled in this program*. When government regulations, building and/or similar codes require improvements to a covered electrical component, the costs to meet the proper code criteria shall be the sole responsibility of the homeowner. SMUD may also cancel the enrollment of a dwelling in the HPS if it appears that the home's electrical system is out of compliance with the National Electrical Code, industry standards, and/or local building codes. **Pre-existing conditions are not covered.**

**Covered electrical components must be located within the perimeter of the permanent main foundation and garage.** The HPS is available for single or multi-family dwellings (with up to 4 units per structure) that are used solely for residential purposes. A dwelling that is used in whole or in part for any commercial purpose, such as for a day care center, rest home, office space, school, or for any other non-residential use, will not be eligible for participation in the HPS. If the enrolled dwelling is a condominium, townhouse or multi-family structure, covered services under HPS shall be limited to the electrical components located within the dwelling unit participating in the program. Common areas or common electrical systems are not eligible to participate in the HPS. Persons residing in multi-family dwellings used solely for residential purposes may be eligible to participate under certain conditions, provided that the person seeking to enroll owns the dwelling to be enrolled.

SMUD reserves the right to inspect any dwelling for which enrollment in the HPS is sought prior to the eligibility date of coverage. In these cases, there will be no charge to you for the inspection. SMUD reserves the right to deny or refuse enrollment to any HPS applicant, at any time and for any reason, if it determines in its sole and exclusive discretion, that an applicant dwelling is not fit or is unsuitable for HPS participation.

Additionally, SMUD reserves the right to conduct audits of work completed by the electrical contractor for the HPS program.

### **What is the Warranty?**

The HPS warrants the workmanship of its contractor(s) and replacement parts under the program for **one year from the date of completion** of the work for covered services. If the workmanship or replacement parts provided on any covered service are found to be defective and a report is made to the District within one year, the HPS electrical contractor will re-perform the covered work with no cost or charge assessed against the participant's annual \$500 repair cost limit. The HPS program warranty is void if electrical component damage or failure is the result of any of the Limits of Liability listed in this document.

As long as you maintain your enrollment in the HPS through the timely payment of monthly fees, you will be eligible to request warranty work under the program by telephoning the warranty request to the SMUD Contact Center during regular business hours at **1-888-742-7683**. If you are no longer enrolled in the HPS when a warranty request arises over HPS work that was performed while enrolled in the program, and within one year of the date the repair work was completed, you may directly contact the electrical contractor who performed the work to request warranty service.

### **What if the Electrical Problem is *Not* Included?**

If the electrical problem is not one of the covered services included in the HPS you will be responsible for the cost of the electrical repair. If the electrical problem is one of the covered services under the HPS, but the cost of the repair exceeds the annual \$500 per calendar year limit, you will be responsible for that portion of the full cost of the electrical repair that exceeds the \$500 annual limit. The HPS electrician will provide you with a written estimate for the cost of the additional electrical repair(s).

If you hire the HPS electrician to perform the additional work, the electrician will give you a **15% discount** from their market rate. A 20% discount will be provided for the repair or replacement of a service panel. Since such additional work is not included in the HPS, you are responsible for defining the scope of additional work, as well as warranty details, and paying the electrician directly for the cost of agreed-upon work. **You are not obligated to hire this electrician**, and you have the option to obtain estimates from other electricians of your choice.

### **How to Request Service for a problem included in the Home Power Service.**

**To request service**, call the SMUD Contact Center toll free during regular business hours (Monday-Friday, 7:00 a.m. to 7:00 p.m., except holidays) at **1-888-742-7683**. Requests for HomePower service work will be accepted only from the authorized HPS program enrollee (property owner). (Service requests will not be accepted from a tenant living in a dwelling unit enrolled in the HPS.) When you call to request service, you will be asked for your name, address of the home enrolled in the HPS and a description of the electrical problem. **The HomePower Service includes only those items described under "Covered Services," earlier in this document. Any non-covered services rendered shall be at the customer's expense.**

Prior to calling, determine, as best you can, if the electrical problem is affecting neighboring homes or just your home. If the problem is occurring only within your home, also attempt to determine if the problem is within one room or occurring in many rooms.

During business hours a SMUD customer representative will provide basic troubleshooting assistance. If the electrical problem can be identified as a problem within your home, and is also a “Covered Service” included in the HPS, then SMUD will notify an electrical contractor. The contractor will contact you directly within two business days and schedule a mutually convenient appointment within five business days. Appointments can be scheduled during the following service hours: Monday-Friday, 7:00 a.m. to 7:00 p.m.; Saturday, 7:00 a.m. to 3:00 p.m.; (except holidays).

If there is a possibility that the electrical problem is in the SMUD electric distribution system (instead of inside your home), the customer representative may send a SMUD Troubleshooter to your home rather than an electrical contractor. If the problem is determined to be within your home, then SMUD will notify an HPS electrical contractor to contact you within two business days.

SMUD will select and assign the HPS electrical contractor to perform services provided through the program. SMUD will not provide reimbursement for an electrical contractor that you contact directly or for work that you perform yourself. Only one request for service per location through the HPS will be permitted to be open or pending at any one time.

**\*If your home is completely without power**, call the SMUD Contact Center, at **1-888-742-7683**. If the total loss of power occurs outside of the business hours for the Contact Center, you’ll reach the automated telephone services, which will prompt you on how to report the power outage.

**Delays in Service:** Response to your request for HPS may be delayed during certain climatic conditions (such as rain, hail, high winds and high heat). To check on your request for HPS work, call the SMUD Customer Service Center during regular business hours (Monday-Friday, 7:00 a.m. to 7:00 p.m., except holidays) at **1-888-742-7683**. Similarly, delays may result from events such as floods, earthquakes, fires, lightning, explosions, war, strikes, or another cause beyond SMUD’s reasonable control. In extreme situations, the HPS may be cancelled without notice.

**On-site Presence to Receive Service:** It is the property owner’s responsibility to ensure that someone is present to provide access to the home when the electrician arrives to diagnose and repair the electrical problems included in the HPS. The owner of the home must also ensure that the person present is authorized to approve the work to be performed and, if necessary, the property owner’s payment for services that either are not included in the HPS or that exceed the annual \$500 per calendar year allowance, if the homeowner chooses to have additional electrical repairs performed.

If the property owner or authorized HPS enrollee is not present when the electrical contractor arrives for a scheduled appointment to perform HP program services, the cost of the contractor’s service call will count toward the \$500 per calendar year limit for services provided by the HP program. The electrical contractor will contact you to reschedule the appointment (if the electrical problem still exists). If the property owner or authorized enrollee is not present on the contractor’s second visit, the cost of the contractor’s service call will again count toward the \$500 annual allowance and the HPS work request will be returned to SMUD.

### **Who May Enroll?**

The HomePower Service is offered as an optional program to owners (owner-occupants or landlord-owners) of single-family dwellings (including single family detached homes, duplexes, triplexes, fourplex, condominiums or town homes with up to four units per structure) located in the SMUD electric service area. **Apartments and mobile homes do not qualify for the HPS.**

### **What is the Cost?**

The HomePower Service is \$5.95 per month for the diagnosis and repair of minor electrical problems that result from normal use, for up to \$500 in repair costs each *calendar* year (January-December). The monthly charge for the HPS will appear on your SMUD electric bill if you are the homeowner living in the home enrolled in the service. If you are a landlord with one or more non owner-occupied homes enrolled in the HPS, the monthly fee will appear on a separate bill from SMUD, and will not include charges for electric service from SMUD.

**Initial enrollment** in the HPS is for a 12-month time period. After the initial 12-month enrollment commitment has been satisfied, enrollment will continue on a month-by-month basis until cancelled by the enrollee upon 30 days’ notice.

By payment of the HPS fee, you agree to all the provisions of the program. SMUD reserves the right to change, modify or alter the terms and conditions of the HPS program, including but not limited to the cost of said service to the consumer or cancellation of the program, in whole or in part, upon 30 days’ written notice to participants. After such notice, continued use of the HPS and payment of periodic charges shall constitute acceptance of the changes by the enrollee.

**If you do not pay the HPS fee**, your HPS participation will be cancelled without notice. Since the program is optional, non-payment of fees for the HPS *will not cause discontinuation of electric service* provided by SMUD. SMUD shall be under no obligation to respond to any HPS work request if the monthly HPS fee is past due.

## When does the HPS begin?

After you apply for enrollment in the HPS and SMUD processes your application, you'll become eligible to request service for covered repairs within approximately six weeks (the exact date depends on the billing date for your home).

The Welcome / Enrollment letter that accompanies the original Customer Agreement indicates the date on which you may begin using the HPS for Covered Services.

### *Limits of Liability*

1. The HPS is limited to Covered Services related to normal wear and tear in residential-use electrical systems within the perimeter of the permanent main foundation of the primary dwelling and garage. The garage may be covered only if it is used primarily for the storage of vehicles and was built to code. A detached garage is only covered when an attached garage is not present.
2. Coverage is not provided for ancillary electrical equipment and devices such as, but not limited to, appliances, washing machines, dishwashers, garbage disposals, refrigerators, thermostats, electric gates, garage door openers, light fixtures/bulbs, pool and spa equipment, wells, electronic or computerized systems management controllers, photovoltaic devices, solar systems, data and communications cabling, or wiring for home theater and sound equipment. Similarly, items such as recreational vehicle outlets, saunas, steam rooms, Jacuzzi equipment, exterior weatherproof boxes/cover plates, electrical conduit runs and cosmetic defects are not included in the HPS.
3. The aggregate total liability under the HPS program is limited to no more than \$500 in any calendar year, per customer at an enrolled location.
4. The HPS does not cover electrical repairs/replacements or warranty on HPS work which are required as a result of missing parts, faulty maintenance, faulty installation and/or construction, abuse, misuse, remodeling, construction, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, war, riots, vandalism, improper installation, acts of God, or damage from insects, pests and/or animals, including domestic pets.
5. The HPS is not responsible to perform service involving known or suspected hazardous or toxic materials and/or conditions or asbestos.
6. The express warranties set forth in this agreement are in lieu of all other warranties, express or implied including without limitation any warranties of merchantability or fitness for a particular purpose.
7. The sole remedy for SMUD's liability of any kind whether in contract or in tort arising from covered services provided hereunder and for any other performance by SMUD or its agents under or pursuant to this agreement shall be limited to the specific remedies provided herein.
8. The HPS participant agrees that SMUD and its agents shall not be liable for personal injury or property damage arising out of or in any way related to performance of covered work performed hereunder unless expressly provided for to the contrary herein, nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SMUD or its agents shall have been advised of the possibility of such potential loss or damage.
9. The HPS participant agrees that except as expressly set forth to the contrary herein, the HPS participant assumes all risks, known and unknown, associated with and arising out of SMUD and its agents performance of obligations under this agreement.
10. The HPS participant further assumes all risks and liabilities arising from or in any way connected with the HPS: (1) election to forgo the performance of covered work hereunder; (2) failure to allow SMUD or its agents to perform covered work when offered or suggested by SMUD or its agents hereunder; or (3) election to forgo the performance of non-covered work suggested or recommended by SMUD or its agents during the course of performance of their obligations hereunder.
11. The HPS participant expressly waives all claims and releases SMUD and its agents therefrom that it may have or in the future may obtain against SMUD and its agents except as expressly set forth to the contrary herein and agrees further to hold SMUD and its agents harmless and to indemnify same against any all third-party claims brought against them arising from or in any way related to their performance under this agreement, excepting only such claims as may arise from their intentional acts or sole and willful misconduct.

## How to Cancel Enrollment in HPS

After the minimum enrollment term of 12 months, you may cancel your participation in the HPS by either calling the SMUD Contact Center at **1(888) 742-7683** or in writing to **SMUD HomePower Service, Mail Stop A203, P.O. Box 15830, Sacramento, CA 95852-1830**. The cancellation of the HPS is effective immediately. SMUD shall not be obligated to make partial or prorated refunds for any unused portion of the monthly fee for the HPS due to early termination of the service.