

Energy Saver Bundle Program Consent

Applicant: The customer of record must fill out this top portion to participate in the Energy Saver Bundle Program. The information provided will be used by SMUD or its contractor to contact the Real Property Owner to obtain consent and agreement to install equipment in accordance with the terms set forth below.

APPLICANT NAME (CUSTOMER NAME AS IT APPEARS ON SMUD BILL)		EMAIL
INSTALLATION ADDRESS		CITY / STATE
		ZIP CODE
PHONE # ()	ALTERNATE PHONE # ()	BEST TIME TO CALL _____ A.M./P.M. TO _____ A.M./P.M.
<input type="checkbox"/> Real Property Owner <input type="checkbox"/> Tenant	APPLICANT SIGNATURE	DATE

Consent

As part of SMUD's Energy Saver Bundle Program, the Applicant Named Above is requesting the installation of energy efficiency equipment at the installation address (Property). After reading the Terms, if you (real property owner) consent to the installation of the equipment at the Property, please sign where indicated, print your name, date and provide a telephone number. By signing you are agreeing to be bound by the Terms.

Terms

- Warranty of Authority.** I represent and warrant that I have the authority to enter into this agreement as I am the Real Property Owner or Legal Representative (Owner) for the Property.
- Purpose.** I understand that as part of SMUD's Energy Saver Bundle Program, SMUD or its contractor may install hardware/equipment on the Property.
- Right to Access.** I grant SMUD or its contractor the right of ingress and egress to the Property as necessary and authorize installation of the hardware/equipment. This right will include the ability of SMUD or a designated representative to access to the Property to inspect for proper installation work and quality assurance.
- No Removal.** I agree that the hardware/equipment installed shall remain with the Property. For the useful life of the installed equipment.
- No Cost.** I understand the installations will be performed and the equipment provided at **NO COST TO ME OR THE APPLICANT** (Tenant) and that no liens will be placed on the Property.
- Limitations.** SMUD reserves the right to cancel, suspend or terminate my participation in the program at any time and for any reason. For example, installation/ equipment /work may not be provided if deemed not feasible by SMUD and/or contractor's assessment. I understand that my refusal of certain work may prevent the installation of other identified work in accordance with program requirements. SMUD has a right to refuse service immediately if, in SMUD's judgment, unsafe, dangerous or unhealthy conditions exist, including but not limited to known or suspected hazardous or toxic materials (e.g., presence of asbestos); electrical system that does not comport to National Electrical Code, industry standards, local building codes and applicable permit and inspection requirements; unhealthy or unsafe work conditions (e.g., threatening or abusive customer conduct and/or failure to adhere to federal or local health orders).
- Refrigerator Replacement.** I understand that if I am eligible for an energy star rated high efficiency refrigerator, I must relinquish the existing refrigerator at the time the new refrigerator is delivered.
- Ownership.** Upon installation of the equipment, I will be the legal owner of the hardware/equipment and responsible for all maintenance.
- Relationship.** I agree that SMUD will not be a party to any disputes between my tenant and I regarding the legal ownership of the hardware/equipment, including any refrigerator if applicable.
- Release.** I agree to hold and save harmless SMUD, its directors, officers and employees for any and all loss, cost or damage of every kind, nature or description arising out of or related to SMUD's energy efficient recommendations, and any work provided, or hardware/equipment installed. I understand that this release is not a waiver of my rights against any other party, such as the licensed contractor who installs the hardware/equipment.
- No SMUD Warranty.** I agree that SMUD is not a manufacturer or supplier of the hardware/equipment installed hereunder and makes no representations or warranties of any nature whatsoever, directly, or indirectly, expressed, or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the hardware/equipment or the installation thereof. I agree that SMUD has no liability whatsoever concerning the quality, safety or installation of any water or energy-efficient product, including its fitness, workmanship, or any other matter.
- Installer's Warranty.** The installed equipment includes a one (1) year warranty on parts and labor through SMUD's designated, licensed contractor. After the one-year warranty period, if additional warranties are applicable you must go through SMUD's designated, licensed contractor.
- Limited Availability.** I understand that program services are delivered on a first-come, first-served basis while funding is available or until the program is discontinued by SMUD. I understand that I cannot receive hardware/equipment rebates for the same product, or for the replacement of an installed product.
- Compliance with the Laws.** I will comply with all applicable laws, regulations, and rules. I am responsible for allowing the permitting process to be finalized (e.g., allowing inspector access to the Property to complete the permit inspection). If I do not provide access to the Property for inspection, I understand that I am responsible and liable for any delays and costs.
- Data Sharing.** My signature gives consent for SMUD to share this consent form data with Federal, State and County Governments, and other utilities or their agents for the purposes of enrollment in their assistance programs or for compliance with any applicable grants funding a portion of the Energy Saver Bundle Program.

Real Property Owner's Signature

Date

Print Real Property Owner's Name

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Phone Number

Mailing Address / City / State / Zip (If different than applicant address)

