

Customer Agreement for HomePowerSM

In-Home Electrical Repair Service, offered by SMUD

Introduction

HomePowerSM Service (HPS) is an optional program for homes receiving electric service from the Sacramento Municipal Utility District (SMUD). HPS is available 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 do not qualify for the HPS. 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 (January-December) under the program.

This document outlines the terms and conditions of HPS. Please keep this information as well as the Welcome / Enrollment Letter for your reference. If you have any questions, call SMUD Customer Service during regular business hours (Monday-Friday, 8:00 a.m. to 6:00 p.m., closed holidays) at 1-888-742-7683.

Covered Repairs

Covered services include only single-phase, 120 and 240-volt system electrical components described below, and exclude all others. The electrical components must be in safe, working order when you enroll in HPS:

- 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.)

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.

Built to code components are covered

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. 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 cancel the enrollment of a dwelling in 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.

Home and garage are covered

Covered electrical components must be located within the perimeter of the permanent main foundation and garage.

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, is not qualified to participate. 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 qualified to participate. 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 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.



Permits are covered

When required, the HPS electrician will obtain appropriate electrical permit and inspection documents to conform to local inspection authority requirements. **Permit and inspection fees are covered by HPS and count toward the \$500 per calendar year limit for services.** 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.

A warranty is provided

HPS warrants the workmanship of its electrical 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 SMUD 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 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 SMUD Customer Service 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.

Non-Covered Repairs

Pre-existing conditions are not covered

To be covered under HPS, 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. **Pre-existing electrical problems are not covered** and are not eligible to be repaired.

Obsolete parts are not covered

Obsolete, unavailable or non-standard materials are not included as a covered service.

Low voltage systems are not covered

Upgrades are not covered

HPS does not include upgrades or additions to existing electrical system components or 3-phase service.

Discounts are available for non-covered repairs

If the electrical problem is not one of the covered services included, you will be responsible for the cost of the electrical repair. If the electrical problem is covered, 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 covered by 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.

Repair Requests

After you apply for enrollment in 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 HPS for covered services. Only one request for service per location through HPS will be permitted to be open or pending at any one time.

The enrollee must call SMUD

To request service, call the SMUD Customer Service toll free during regular business hours (Monday-Friday, 8:00 a.m. to 6:00 p.m., closed holidays) at **1-888-742-7683**. Requests for work will be accepted only from the authorized HPS program enrollee (property owner). Requests will not be accepted from a tenant living in a dwelling unit enrolled in HPS.

A SMUD representative will troubleshoot

During business hours a SMUD customer representative will provide basic troubleshooting assistance. When you call to request service, you will be asked for your name, address of the home enrolled in HPS and a description of the electrical problem. 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.

If the electrical problem can be identified as a problem within your home, and is also a covered service, then SMUD will select and notify an electrical contractor. SMUD will not provide reimbursement for an electrical contractor that you contact directly or for work that you perform yourself.

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

The HPS electrician will schedule an appointment

If, during your initial call, a SMUD representative identified the problem as occurring within your home and the SMUD representative notified an HPS electrician, the HPS electrician will contact you directly within two business days. The HPS electrician may offer troubleshooting by phone for covered services, if applicable, to resolve your electrical problem or 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).

You must be home during repairs

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 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 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 electrician arrives for a scheduled appointment to perform HPS services, the cost of the electrician's service call will count toward the \$500 per calendar year limit for services provided by the HPS. 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. After the second attempt the repair request will be cancelled.

The HPS electrician will come to your home

If the HPS electrician makes a service call to your home, the electrician will evaluate your problem and whether it will be covered by HPS for repair or replacement. For any work needed, you will be provided a written description of the electrical problem and an itemized estimate for the full cost of repairs for both covered and non-covered services. SMUD reserves the right to conduct audits of work completed by the electrician for the HPS program.

Delays in service are possible

Response to your request for service may be delayed during certain climatic conditions (such as rain, hail, high winds and high heat). 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, HPS may be cancelled without notice. To check on your request, call SMUD Customer Service during regular business hours at **1-888-742-7683**.

Billing and Cancellation

Billing is easy

The monthly charge for 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 HPS, the monthly fee will appear on a separate bill from SMUD, and will not include charges for electric service from SMUD.

You can cancel HPS with notice after 12 months

Initial enrollment in 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. You may cancel your participation by either calling SMUD Customer Service at **1-888-742-7683** or by 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 HPS due to early termination of the service.

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 HPS and payment of periodic charges shall constitute acceptance of the changes by the enrollee.

If you do not pay HPS fee, SMUD will cancel your HPS participation without advanced notice. Since the program is optional, non-payment of fees for 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.

Limits of Liability

1. *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, 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, electrical conduit runs and cosmetic defects are not included in the HPS.*
3. *The aggregate total liability under HPS is limited to no more than \$500 in any calendar year, per customer at an enrolled location.*
4. *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. *HPS is not responsible to perform service involving known or suspected hazardous or toxic materials and/or conditions or asbestos.*
6. *Except as represented in this agreement, all Services are provided on an "AS IS" basis and all other warranties, conditions, or representations (express, implied, or oral), relating to the Services are hereby disclaimed, including any warranty 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 and 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.*

