

Customer Agreement for HomePowerSM

SMUD in-home electrical repair service

Introduction

HomePower (HP) is available to owners (owner-occupants or landlord-owners) of single-family dwellings that receive electric service from SMUD. Apartments, duplexes, triplexes and condominiums do not qualify for HP. For a fee of \$7.50 per month, eligible homeowners can request diagnosis and repair of specified minor home electrical components that fail during normal use. HP has a \$500 limit on covered services per year (January to December).

This agreement outlines the terms and conditions of HP. 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 to Friday, 7:00 a.m. to 7:00 p.m., closed holidays) at **1-888-742-7683**.

Covered services/costs

Covered services include repair, installation, or replacement, as determined by HP electrical contractor at its sole discretion, of 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 HP.

- Circuit breakers in panels or subpanels, 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 connects (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)
- Basic doorbells (button, chime, or transformer only), not including specialty types such as programmable, Wi-Fi, remote, or camera-capable devices
- Light bulbs**

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

***As part of directly-related covered services for fluorescent standard flush-mount fixtures four feet long, bulbs will be provided and installed by the HP electrical contractor, at the initial visit only. For installation of any other type or size bulbs at the initial visit for other directly-related covered services, bulbs must be supplied by the customer.*

Replacement of electrical components will be of like quality and of similar capacity. However, exact design, use of identical replacement parts, or the same brand name cannot be guaranteed. Customer-provided replacements for faulty bathroom vent fan motors, ceiling fans and basic light fixtures must be of like quality, similar capacity, and new in-box. Covered services/costs do not include specialty lighting such as chandeliers or can lights.

Electrical permits and inspection documents for covered services will conform to local inspection authority requirements.



Built-to-code components

Coverage is provided only 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 HP 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.

To the extent that incorrect or altered components, installation or noncompliance with the National Electrical Code, industry standards, and/or local building codes are identified by the HP electrical contractor after starting services, the homeowner is responsible for resolution. Services may cease such that the home may be without power until addressed.

Home and garage

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

HP is available for single family dwellings 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. Common areas or common electrical systems are not qualified to participate in HP. SMUD reserves the right to inspect any dwelling for which enrollment in HP 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, cancel, or refuse enrollment to any HP 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 HP participation.

Permits

When required, the HP electrical contractor will obtain appropriate electrical permit and inspection documents to conform to local inspection authority requirements. **Permit and inspection fees are covered by HP and count toward the \$500 annual limit.** In the event that a main breaker needs replacement, a permit must be obtained prior to 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.

Covered repairs are warrantied

HP covered services are warrantied for workmanship and replacement parts for **one year from the date of completion** of the work. This warranty is provided by the HP electrical contractor. If the workmanship or replacement parts provided on any covered service are found to be defective and a report is made to the HP electrical contractor within one year, the HP electrical contractor will re-perform the covered work with no cost or charge assessed against the participant's \$500 annual limit. The HP program warranty is void if electrical component damage or failure is the result of any of the Limits of Liability listed in this agreement. As long as enrollment is maintained by the timely payment of monthly fees, you will be eligible to request warranty work by to the HP electrical contractor.

If you are unsure of which contractor performed the work, you can call SMUD during regular business hours at **1-888-742-7683**. If you have a warranty work request but are no longer enrolled in HP, you can still request the work from the HP electrical contractor who completed the repair, as long as your request is within one year of the date the original work was completed.



Non-covered repairs

Pre-existing conditions

To be covered under HP, 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 issues are not covered** and are not eligible for repair.

Obsolete parts

Obsolete, unavailable or non-standard materials are not included in the service.

Low-voltage systems

Systems that operate on 120 volts or fewer are considered low-voltage and are not included in HP.

Upgrades

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

Discounts are offered for non-covered work

If the requested work is not a covered service, you will be responsible for the cost. If the work is a covered service, but the cost of the work exceeds the \$500 annual limit, you will be responsible for the portion of the cost that exceeds the \$500 annual limit. The HP electrical contractor will provide you with a written estimate for the cost of the additional work. If you hire the HP electrical contractor to perform the additional work, the contractor will give you a **15% discount** off 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 HP, you are responsible for defining the scope of additional work, as well as warranty details, and for paying the electrical contractor directly for the cost of agreed-upon work. You are not obligated to hire the HP electrical contractor, and you have the option to obtain estimates from other electrical contractors of your choice.

Repair requests

After you apply for HP and SMUD processes your application, you can request repairs for covered services in approximately six weeks (the exact date depends on the billing date for your home). The Welcome/Enrollment letter indicates the date on which you may begin using HP for covered services. Only one request for service per location can be open or pending at one time.

The enrollee must request service

To request service, call SMUD Customer Service toll-free during regular business hours (Monday to Friday, 7:00 a.m. to 7:00 p.m., closed holidays) at **1-888-742-7683** or submit the request online at smud.org/HomePower. Requests for work will be accepted only from the person enrolled in HP (property owner). Requests will not be accepted from a tenant living at an address registered with HP.

SMUD representatives can help

During business hours a SMUD customer representatives will provide basic troubleshooting. When you call to request service, you will be asked for your name, address of the home registered with HP and a description of the electrical issue. Prior to calling, determine to the best of your ability whether the issue is affecting neighboring homes or just your home. If the issue is occurring only within your home, also determine if the issue is within one room or occurring in many rooms.



If the issue is occurring within your home and is a covered service, 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 issue is with SMUD's electric distribution system (instead of inside your home), the customer representative may send a SMUD troubleshooter instead of an electrical contractor to your home. **If your home is completely without power**, call SMUD Customer Service at **1-888-742-7683**. If the power outage occurs outside of regular business hours, you'll reach the automated telephone service, which will prompt you through reporting the outage. You may also report an outage online at **smud.org** or on the SMUD app.

The HP electrical contractor will schedule an appointment

If a SMUD customer representative identifies the issue as occurring within your home and notifies an HP electrical contractor, the HP electrical contractor will contact you within two business days. The HP electrical contractor may offer troubleshooting by phone for covered services, or schedule an appointment within five business days. If the HP electrical contractor is unable to schedule an appointment within five days because you are not available, the service request will be cancelled without further notice. You may submit a new request when you are available for an appointment within five business days of your new request. Appointments can be scheduled during the following service hours: Monday to Friday, 7:00 a.m. to 7:00 p.m. and Saturday, 7:00 a.m. to 3:00 p.m. (except holidays). If your appointment is scheduled in the last two weeks of the calendar year and you need to reschedule, your appointment will be cancelled. You will need to call us or go to **smud.org/HomePower** to create a new service request under the next calendar year's \$500 annual limit.

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 HP electrical contractor arrives to provide service. The property owner must also ensure that the person present is authorized to approve the work to be performed and, if necessary, pay for work that either is not a covered service or that exceeds the \$500 annual limit, if the homeowner chooses to have additional work performed. If the property owner or authorized agent is not present when the electrical contractor arrives for a scheduled appointment, then the cost of the electrical contractor's service call will count toward the \$500 annual limit. The electrical contractor will contact you to reschedule the appointment. If the property owner or authorized agent is not present on the second visit, the cost of the electrical contractor's service call will count toward the \$500 annual limit and the repair request will be cancelled.

The HP electrical contractor will come to your home

If the HP electrical contractor makes a service call to your home, the contractor will evaluate your issue and determine if it is a covered service. The contractor will provide a written description of the issue and a summary of the HP work completed, as well as an itemized estimate for the full cost of work for non-covered services. SMUD reserves the right to conduct audits of work completed by the electrical contractor.

Delays in service are possible

Response to your request for service may be delayed during certain climatic conditions (such as, but not limited to, 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, HP 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 HP will appear on your SMUD electric bill if you are the homeowner living in the home registered in the service. If you are a owner or property manager with one or more non-owner occupied homes enrolled in HP, the monthly fee will appear on a separate bill from SMUD.



You can cancel HP after 12 months

Initial enrollment in HP is for a 12-month period. After 12 months, enrollment will continue on a month-by-month basis until cancelled by the enrollee **with 30 days' notice**. You may cancel by calling SMUD Customer Service at **1-888-742-7683** or by writing to **SMUD HomePower, Mail Stop A102, P.O. Box 15830, Sacramento, CA 95852-0830**. SMUD shall not be obligated to make partial or prorated refunds for any unused portion of the monthly fee for HP due to early termination of the service.

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

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

Limits of liability

- 1. HP 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. A garage may be covered only if it is used primarily for the storage of vehicles and was built to code. A detached garage is covered only if it is used primarily for the storage of vehicles, was built to code and an attached garage is not present.*
- 2. Coverage is not provided for ancillary electrical equipment, devices, and consumable goods, such as, but not limited to, appliances, washing machines, dishwashers, garbage disposals, refrigerators, batteries, 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 HP.*
- 3. SMUD's aggregate total liability under HP per participant at their enrolled location is limited to no more than \$500 in any calendar year.*
- 4. HP does not cover electrical repairs/replacements or warranty on HP 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. HP reserves the right to terminate the program as pertaining to an HP participant or discontinue or 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).*
- 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 HP 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 services 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 HP participant agrees that except as expressly set forth to the contrary herein, the HP 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 HP participant further assumes all risks and liabilities arising from or in any way connected with the HP: (1) election to forgo the performance of covered work hereunder; (2) failure to allow SMUD or its agents to perform covered services 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 HP 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.*

