



## Smart Thermostat Program Participation Agreement and Release of Liability

This Participation Agreement and Release of Liability is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the undersigned HOMEOWNER, Broad River Electric Cooperative, Inc. (“Service Cooperative”), and Central Electric Power Cooperative, Inc. (“Central”).

Central and Service Cooperative are implementing a program to utilize smart thermostats to reduce energy load.

HOMEOWNER hereby **grants permission to Central to monitor and control the thermostat** during high energy load periods through the HOMEOWNER’s Wi-Fi system.

**HOMEOWNER retains the right to override** such load control events; however, **if HOMEOWNER overrides or fails to be connected through Wi-Fi for more than 40%** of the load control events during the first year following installation **then HOMEOWNER shall repay any incentives** provided to HOMEOWNER by Central and/or the Service Cooperative.

If HOMEOWNER **overrides 40% or fewer** of the load control events during a **36-month period of connection**, the HOMEOWNER will be **credited a full reimbursement** of their original smart thermostat purchase on their ensuing bill.

HOMEOWNER understands that the services provided hereunder **may not result in a lower electric bill.**

Ecobee Type \_\_\_\_\_ Ecobee Serial Number(s) (ESN) \_\_\_\_\_, \_\_\_\_\_

### RELEASE

HOMEOWNER hereby releases Central Electric Power Cooperative, Inc. and Service Cooperative providing power to the home from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with the services provided hereunder.

HOMEOWNER agrees that any disputes which cannot be resolved between HOMEOWNER and Central and/or Service Cooperative and any cause of action arising out of or connected with the services provided hereunder, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Carolina having jurisdiction. Further, in any such dispute, under no circumstances will HOMEOWNER be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys’ fees, and HOMEOWNER further waives all rights to have damages multiplied or increased.

The address of the home to receive goods and/or services pursuant to this agreement is:

\_\_\_\_\_

HOMEOWNER information:

Account No. \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Heating Type (check one):      Electric       Gas       Dual Fuel

I/We agree:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Homeowner Signature