

# Horry Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

## ECOBEE Thermostat Program Participation Agreement and Release of Liability

This Participation Agreement and Release of Liability ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the undersigned HOMEOWNER, Horry Electric Cooperative, Inc. ("HEC"), and Central Electric Power Cooperative, Inc. ("Central").

Central and HEC are implementing an Ecobee Thermostat Program ("Program") to utilize smart thermostats to reduce energy demand. Under the terms of the Program, HOMEOWNER will purchase smart thermostat(s) from HEC. HOMEOWNER thereafter may arrange for installation of the smart thermostat(s) through any contractor of his, her or its choice or may call upon one of the contractor's approved by HEC. If installation is undertaken by a contractor approved by HEC, then the costs of installation will be paid by HEC. Otherwise the costs of installation will be paid by HOMEOWNER. **\*\*HOMEOWNER must have their router password prior to contacting contractor.\*\***

HOMEOWNER acknowledges the Program is only available to homeowners and has represented that he, she or it in fact owns his, her or its home and has the requisite authority to enter into this Agreement. HOMEOWNER further acknowledges that HEC or Central may cancel the program at any time.

HOMEOWNER hereby grants permission to Central to monitor and control HOMEOWNER's thermostat(s) once installed during high energy demand periods through the HOMEOWNER's Wi-Fi system.

**HOMEOWNER retains the right to override such demand control events.** However, if HEC or Central determine that HOMEOWNER has overridden demand control events or fails to be connected through Wi-Fi for more than 40% of the demand control events following installation, then HOMEOWNER shall not receive any incentives from HEC. If member chooses the free thermostat installation option and requests their thermostat be removed from control group prior to 12 months after installation member will be subject to repaying HEC installation cost.

If HEC or Central determine that HOMEOWNER has cooperated with demand control events with fewer than 40% overrides of the demand control events during the twelve month period of connection following installation, HEC shall credit HOMEOWNER's account with a Fifty Dollar (\$50.00) Ecobee credit. For each successive twelve-month period that HOMEOWNER has cooperated with demand control events with fewer than 40% overrides of the demand control events HEC shall credit HOMEOWNER's account with a Fifty Dollar (\$50.00) Ecobee credit.

HOMEOWNER understands that while participation in the Program and the services provided hereunder is designed to alleviate high demand, the Program and the services **may not result in a lower electric bill. HOMEOWNER acknowledges that no warranties or guaranties concerning lower electric bills have been made or relied upon by HOMEOWNER** when electing to participate in the program.

Ecobee type \_\_\_\_\_ Ecobee Serial Number(s) (ESN) \_\_\_\_\_

### RELEASE

HOMEOWNER hereby releases Central Electric Power Cooperative, Inc. and HEC 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 connections with the Program and the services provided hereunder. Program may end at HEC's or Central's discretion at any time.

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

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): Heat Pump \_\_\_\_\_ Dual Fuel \_\_\_\_\_ Other \_\_\_\_\_

System Model Number \_\_\_\_\_

I/We agree:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Homeowner Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Homeowner Signature

HEC \_\_\_\_\_