

Customer Participation Agreement

Program Overview

WestLight Energy Authority (“WestLight”) has developed a home and building electrification technical assistance program, entitled Personalized Support (“the Program”), administered by WestLight. The Program provides eligible property owner(s) (“Property Owner(s)”) or tenant(s) (“Tenants”) that own and/or occupy single-family homes (“Residence(s)”) or commercial buildings (“Commercial Buildings”) with full-service technical assistance on electrification of their property. Full-service technical assistance includes:

- Up to two (2) free thirty to sixty (30–60) minute phone or video consultations and up to five (5) email correspondences with Personalized Support
- Answering technical questions on electrification of a property
- Providing recommendations on electrical equipment replacements for existing natural gas or propane equipment to the Property Owner (“Property Owner Cost”) including potential installation costs
- Reviewing contractor quotes in relation to HVAC heat pumps, heat pump water heaters, induction ranges, heat pump or electric dryers, and electrical services.
- Estimating potential utility bill impacts from electrification
- Navigating through local, state, and federal incentives

The Program includes scheduling a 30–60-minute video or phone call with an Expert Advisor to Property Owners who meet the Program Eligibility Requirements, as specified in Exhibit B. To schedule a call with Personalized Support, Property Owner(s) must sign this Participation Agreement and agree to schedule an appointment for the call to be conducted.

Property Owner and/or Tenant Acknowledgements:

1. I have read and agree to the Program Terms and Conditions (Exhibit A).
2. I have read and attest that I or my Tenant, as applicable, meet all the Program Eligibility Requirements (Exhibit B).
3. I understand and agree that WestLight will offer free technical assistance and recommendations based on its knowledge and expertise.
4. Property Owner bears sole responsibility for the selection and installation of equipment.
5. WestLight is not responsible for any failure of electrical equipment installed on the property and agrees that the contractor is responsible for any equipment repairs.
6. I understand that the Program exclusively offers services as specifically stated in the Program Overview and this Agreement. I have read and understand that services within the EXCLUDED section are considered out-of-scope for the program and will not be provided.

Exhibit A - Program Terms and Conditions

1. **ELIGIBILITY:** Property Owner understands and attests that they meet all Program Eligibility Requirements as detailed in Exhibit B to receive service.
2. **TENANTS:** Tenants understand they will need to inform the Property Owner when making permanent changes to the building, hiring a contractor, or installing equipment.
3. **PROPERTY OWNER INFORMATION AND HISTORICAL DATA SHARING:** Property Owner and Tenant agree that WestLight may review the property's historic and future energy usage to evaluate, measure, and verify actual energy savings. Property Owner and/or Tenant agree that WestLight may provide their information including Property Owner's or Tenant's name, account number, electric and gas data, and Measure's installation details to a third-party(ies) for the purposes of program evaluation, measurement and verification and/or claiming third party incentives. Any third party(ies) receiving this information will keep this information confidential. WestLight may require submission of photographs of the property and existing equipment by the Property Owner and/or Tenant.
4. **WORK AUTHORIZATION AND PROJECT WORK PLAN:** WestLight will meet with the Property Owner to discuss individual property objectives, provide information on options and recommendations of eligible electrical equipment ("Measures"), and potential rebate qualifications.
5. **PROPERTY OWNER OBLIGATIONS:** Property Owner is solely responsible for all selection, installation, and maintenance of selected Measures and will consult a contractor prior to installation.
6. **THIRD-PARTY INCENTIVES:** To ensure the Property Owner receives the most incentives for which they are eligible, Property Owner may be provided with a list of third-party incentive programs. These programs may include but are not limited to: TECH Clean CA, California Energy Smart Homes, and Equitable Building Decarbonization. Property Owner understands and acknowledges that WestLight does not guarantee that a Property Owner meets the requirements of a specific grant or program or that a specific grant or program will be awarded.
7. **EXCLUDED SERVICES:** The Program does not offer the following:
 - Guaranteed bills savings or installation costs. Any dollar value estimates shared within the program will be considered "rough order of magnitude" estimates.
 - Engineering Services including, but not limited to: installation, repairs, or warranty services.
 - Architectural Drawings
 - Construction documents, construction, or other professional services associated with design
 - Construction of residential or commercial buildings and/or the associated appliances within the building.
 - General contractor services including purchase of equipment or tools
 - Any guarantee or warranty of any kind of any recommendation, service, improvement, or other information provided by the Program.
8. **LIMIT OF COST-FREE SERVICES:** The Program will offer only up to two (2) phone or video calls and up to five (5) email correspondences with the customer free of charge. Additional assistance is available at a cost to the customer as listed on the WestLight website.

9. **ADVERTISING:** Property Owner and/or Tenant agree to provide testimonials and visual materials (photos, videos, etc.) to be used for marketing and promotional activities related to the Program. WestLight agrees not to use the names or identifying characteristics of the Property Owner's Residence for published Project reports, advertising, sales promotion, or other publicity without the Property Owner's written approval.
10. **PROGRAM CHANGES:** WestLight reserves the right to change, modify, or terminate this Program at any time without any liability except as expressly stated herein.
11. **DISPUTES:** Except where otherwise limited by law, WestLight reserves the right, at its sole discretion, to make the final determination regarding any disputes related to the Program.
12. **DISCLAIMER:** WestLight makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance or any use of the Measures discussed, selected, rejected, purchased or otherwise considered by Property Owner and does not guarantee that implementation or use of the recommended Measures purchased or installed pursuant to this Program will result in energy cost savings. WestLight hereby expressly disclaims all warranties, whether express, implied, oral or written, statutory or otherwise, regarding any subject matter of this Participation Agreement. Any decisions regarding the selection, design, purchase, installation use, and operation of any Measures shall be at the sole discretion and are Property Owner's sole responsibility. In no event shall WestLight be liable for failure of the Measures to achieve energy savings. Property Owner waives any and all claims against WestLight arising out of Tenant's and/or Property Owner's participation in the Program.
13. **RELEASE OF CLAIMS AGAINST, AND HOLD HARMLESS:** Property Owner and Tenant discharge and releases WestLight and their officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by WestLight in which Property Owner, Tenant, and Property Owner's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against WestLight as the result of, based upon, arising out of, or connected with WestLight's involvement with the Project.
14. **WAIVER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1542.** Property Owner and Tenant are on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
15. **INDEMNIFICATION:** Property Owner and/or Tenant agree to indemnify and hold harmless WestLight from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees and costs, brought as a result of WestLight's involvement with the Project, and to reimburse WestLight for any such expenses incurred.

Exhibit B - Program Eligibility Requirements

The following requirements must be met for Property Owner to qualify for the Program:

1. Property Owner or Tenant must be a WestLight electricity customer; AND
2. Property Owner must be the legal owner of the Residence of Building.

WestLight determines eligibility at its sole discretion and may request verification of eligibility requirements as needed.