HOME ENERGY ASSESSMENT PROGRAM

TERMS AND CONDITIONS



SUMMARY REPORT: The Home Energy Assessment Program summary report will provide the participant with a compiled overview of energy-saving equipment installed throughout the property, and recommendations related to energy efficiency programs available. SRP will not be responsible for lost documentation pertaining to the delivery of the report.

PROGRAM ADMINISTRATION: SRP has contracted ICF Resources, LLC ("ICF") to act as Program Administrator and authorizes ICF to administer the Home Energy Assessment Program, including, but not limited to, such activities as conducting the Home Energy Assessment; review, processing, and approval of participant Home Energy Assessment Appliance Rebate Forms; measurement and verification activities; and issuing rebate checks.

ELIGIBILITY: Funds are limited and services are available in select geographic areas on a first-come, firstserved basis. Participants must be SRP electric utility customers. For other SRP programs, please visit srpnet.com/save. SRP and ICF reserve the right to verify the delivery of services and to have reasonable access to the participant's residence to inspect the energy efficiency equipment installed under this program.

TAX LIABILITY: The participant is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any incentive. SRP and ICF will not be responsible for any tax liability that may be imposed on the participant as a result of the delivery of direct installation equipment. Please contact your tax professional for more information.

ENDORSEMENT: SRP and ICF do not endorse any particular manufacturer, product, system design or service in promoting this program.

INFORMATION RELEASE: Participant agrees that SRP and ICF may use and exchange participant data for the purposes of administration of this Program. Participant agrees that SRP and ICF may include participant's name, SRP services and resulting energy savings in reports or other documentation submitted by ICF on behalf of SRP and/or the Arizona Public Regulatory Commission. SRP and ICF will treat all other information gathered in evaluations as confidential.

LIMITATION OF LIABILITY: SRP and ICF are not liable for any indirect, consequential or incidental damages or for any damages whatsoever connected with or resulting from participation in the Home Energy Assessment Program, including any damages relating to safety, health, or wellbeing.

NO WARRANTIES: SRP and ICF do not warrant the proper completion of work or performance of installed products, expressly or implicitly. SRP and ICF do not endorse, guarantee or warrant any particular manufacturer or product, and SRP and ICF provide no warranties, expressed or implied, for any products or services. SRP and ICF make no warranties of any kind, whether statutory, expressed or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding LEDs, LED nightlights, efficient-flow showerheads or faucet aerators. SRP and ICF make no guarantee of energy-saving results by receiving equipment installation. SRP and ICF provide no warranties regarding safety, health or wellbeing. Responsibility for delivery and workmanship related to any equipment or services that a participant procures exclusively rests with the contractor(s) selected by the participant. SRP and ICF assume no responsibility for oversight of contractor services. SRP and ICF shall have no liability for or in connection with any equipment installed by, or for any act or omission of, any other entity or individual, including, without limitation, any equipment manufacturer, electrician, technician or other service provider.

PROPERTY RIGHTS: Participant represents that he/she has the right to complete and/or install the energysaving equipment on the property on which the equipment is completed and/or installed, and that any necessary landlord's or tenant's consent, as the case may be, has been obtained.

RENTER'S CERTIFICATION: Renter certifies that he/she has received consent from the landlord or homeowner for receipt of the energy survey and associated direct installation of equipment.

RIGHT TO REFUSE: The SRP contractor has the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or wellbeing. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact. Authorized contractor reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or wellbeing.

USE OF EMAIL ADDRESS: SRP or ICF may contact participants via email in connection with the Home Energy Assessment Program.

AUTHORIZATION, PROGRAM CHANGES, SUSPENSION OR CANCELLATION: SRP may change the program requirements, incentives or terms and conditions, including suspending acceptance of applications or terminating the program, at any time without notice.

MISCELLANEOUS: These terms and conditions constitute the agreement between the parties and supersede all other communications and representations. By executing an enrollment form, the participant agrees to be bound by these terms and conditions.