

Southern California Edison ResDI and SoCalGas ResACE TERMS AND CONDITIONS

1. I understand that program services are delivered on a first-come, first-served basis while funding is available or until the program is discontinued by Southern California Edison (SCE) or by the Southern California Gas Company (SoCalGas).
2. I am an Authorized Agent of a single-family home with an active service account(s) served by SCE and/or SoCalGas. I understand that I am only eligible to receive equipment that corresponds directly to the type of service (e.g., electric distribution) for which my residential single-family home currently receives services from SCE and/or SoCalGas.
3. I certify that the qualified water and energy efficiency products I am receiving were completely installed. These products are for use in my single-family home.
4. I understand the qualified product(s) must be installed by an SCE and SoCalGas-authorized contractor. All uses herein of the words "install", "installation" or similar phrases shall mean complete installation such that the subject products are fully functional.
5. I understand and agree that the choice of the water and energy efficiency product(s) and work performed are my sole responsibilities. I waive any and all claims against SCE and SoCalGas, its parent company, its directors, officers, employees, affiliates and authorized agents, and will indemnify SCE and SoCalGas for any claims arising out of or relating to the installation and/or use of the energy-efficient product(s) referred to in this Application. I ALSO UNDERSTAND THAT SCE, and SoCalGas MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCT(S) REGARDING MANUFACTURERS, DEALERS, MATERIALS, AND WORKMANSHIP. Without limiting the generality of the foregoing, no party shall be liable for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
6. I am responsible for complying with my state/county/city governments, property owner and/or homeowners' association requirements (if any) in my area regarding permits, local conditions, restrictions, codes, ordinances, rules, and regulations pertaining to all installations. I further understand that it is my sole responsibility to ensure all products are installed as per all manufacturers' specifications.

7. I agree that SCE and SoCalGas has no liability whatsoever concerning the quality, safety or installation of any water or energy-efficient product, including its fitness, workmanship, or any other matter.
8. I agree to allow SCE and SoCalGas representatives reasonable access to verify the installed product(s). I agree to this inspection to be eligible to participate in the program and receive the qualified product(s). I understand this inspection is for the purpose of determining that the installed product meets all program(s) requirements.
9. I understand SCE and SoCalGas is not responsible for items lost or destroyed in transit.
10. I understand that I cannot receive energy efficiency rebates for the same product, or for the replacement of an installed product, from more than one California Investor-Owned Utility or other third party programs offering rebates, financing and other incentives funded with CPUC Public Goods Charge funds, or DWR water-energy grant funds.
11. Customers who choose to participate in this program are not obligated to purchase any additional products or services.
12. Synergy Companies will not sell your information to third parties. Information gathered is for the sole purpose of enrolling in requested services and maintaining contact to complete the services and notify of future service offerings.
13. I agree that Synergy Companies may store my personal information including my email address for the purposes of sending me future information about energy efficiency and use it for direct advertising and contact initiation in connection with the products and services offered by Synergy Companies. I can revoke this consent at any time, e.g. via unsubscribe@synergycompanies.com.

WARRANTY

Synergy Companies offers a no-hassle 1-year warranty for labor and 3-year warranty on materials to be free from manufacturing defects.

POE (Preponderance of Evidence)

I understand that I may have received a technology that is being evaluated for its likelihood to be adopted by the general marketplace independent of a utility program offering. If so, the responses to the preponderance of evidence questionnaire are authentic and my own and no one else's.