



Graham County Electric Cooperative Inc.

"We are committed to provide safe, reliable and efficient resources to enhance the lives of our members and the communities we serve."

A Touchstone Energy® Cooperative 

Thermostat Program Participation Agreement and Release of Liability

This Participation Agreement and Release of Liability is entered into this ___ day of _____, 202_, by and amongst the undersigned HOMEOWNER, Graham County Electric Cooperative, Inc. ("GCEC"), and Arizona Electric Power Cooperative, Inc. ("AEPSCO").

AEPSCO and GCEC are implementing a Thermostat Program ("Program") to utilize smart thermostats to reduce energy demand utilizing a proprietary software which is abetted by a third-party ("Resideo Energy Management"). Under the terms of the Program, HOMEOWNER will receive a smart thermostat from GCEC at no cost to HOMEOWNER. HOMEOWNER thereafter may arrange for installation of the smart thermostat(s) through any licensed contractor of his, her, or its choice or may call upon one of the contractor's approved by GCEC. If installation is undertaken by a contractor approved by GCEC, then the costs of installation will be paid by GCEC. Otherwise the costs of installation will be paid by HOMEOWNER. **HOMEOWNER must have Wi-Fi internet service enabled and router password prior to installation by the 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 **GCEC or AEPSCO may cancel the program at any time. HOMEOWNER may cancel participation in the Program at any time** by notifying GCEC in writing of his, her, or its choice to terminate Program participation. However, if HOMEOWNER terminates participation in Program within the first 12-month period, GCEC reserves the right to recoup from HOMEOWNER the cost of the thermostat and any installation expense if applicable.

HOMEOWNER hereby acknowledges that by completing and submitting this document to GCEC, HOMEOWNER is providing personal information, not otherwise known, to AEPSCO and to Resideo Energy Management for the sole purpose of participation in the Program. HOMEOWNER further acknowledges that Resideo Energy Management's End User License Agreement or EULA (located at <https://www.connectedsavings.com/eula/>) also applies to the terms and conditions set forth in this agreement.

HOMEOWNER hereby grants permission to AEPSCO and/or GCEC to monitor and control HOMEOWNER's thermostat once installed during high energy demand periods through the HOMEOWNER's Wi-Fi system. However, the number of control events per year shall not exceed thirty (30).

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 35% of the load control events during the first year following installation then HOMEOWNER shall not receive any Program incentives provided to HOMEOWNER by GCEC.

If GCEC or AEPSCO determine that HOMEOWNER has cooperated with demand control events with fewer than 35% overrides of the demand control events during the twelve month period of connection following installation and for each 12 month period thereafter, GCEC shall credit HOMEOWNER's account with One Hundred Dollars (\$100.00) 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.

RELEASE

HOMEOWNER hereby releases Arizona Electric Power Cooperative, Inc., Graham County Electric Cooperative, Inc., and Resideo Energy Management 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 Program and the services provided hereunder.

HOMEOWNER agrees that any and all disputes which cannot be resolved between HOMEOWNER and AEPSCO and/or GCEC 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 Arizona 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. Further, HOMEOWNER waives all rights to have damages multiplied or increased pursuant to any statutory or common law provisions.

HOMEOWNER Information:

Address: _____
Account No. _____ Phone _____ Email _____
Thermostat Type / Brand _____ Thermostat Serial Number _____

I/We agree:

_____	_____	_____
Print Name	Homeowner Signature	Date
_____	_____	_____
Print Name	Homeowner Signature	Date