

## **Sonoma Clean Power GridSavvy Equipment Incentives Terms and Conditions**

The Sonoma Clean Power (“SCP”) GridSavvy Equipment (“GridSavvy Equipment” or “GSE”) Incentives are subject to the following Terms and Conditions:

### **GENERAL TERMS & CONDITIONS**

1. To be eligible for GridSavvy incentives or bill credits, you must be a current customer of SCP.
2. Limit one Equipment per available GridSavvy Equipment Option per SCP electric account.
3. A customer does not need to purchase equipment through the webstore to be eligible to enroll in GridSavvy. However, incentives and/or discounts only apply to the participating GridSavvy Equipment listed in the tables below that are ordered directly through the SCP webstore. If a customer already owns an eligible piece of equipment, they may enroll that equipment in the GridSavvy Community to earn GridSavvy bill credits, but are not eligible for any other incentives and/or discounts.
4. GridSavvy Equipment incentives are available through the end of the current fiscal year or while program funds and/or GridSavvy Equipment inventories last, whichever occurs first.
5. The Customer is solely responsible for paying all costs of installing any of the GridSavvy Equipment. SCP will not pay for installation costs or any upgrades to plumbing, heating, cooling, and/or electrical system required to install the GridSavvy Equipment. The Customer is responsible for hiring a qualified professional to estimate installation costs, obtain any necessary permits and the installation of the GridSavvy Equipment.
6. For returns or warranty repairs/replacements associated with products purchased on the GridSavvy webstore, please contact [gridsavvy@sonomacleanpower.org](mailto:gridsavvy@sonomacleanpower.org). SCP enforces the product manufacturer’s return and warranty policies, which are subject to change. SCP is not responsible for repairs/replacements for equipment sold or purchased from outside of the GridSavvy webstore.
7. SCP reserves the right to withhold incentive payments and recover the amount of any incentive payment already issued for any GridSavvy Equipment installed outside of the SCP service territory or for any customers deemed to be violating the terms, conditions, and restrictions of the program.
8. SCP does not manufacture any of the GridSavvy Equipment, makes no representations, guarantees, or warranties about the GridSavvy Equipment, and is not responsible for the performance of the GridSavvy Equipment.

9. It is the Customer's sole responsibility to determine the suitability of any GridSavvy Equipment to their needs, and to ensure that you understand the limitations of any warranty or guarantee provided by the manufacturer.
10. SCP, Olivine, Inc. and their employees and agents, and the GridSavvy Equipment manufacturers shall have no liability for, and are released from any liability from, any and all damages resulting from your installation, use, and/or program performance of the GridSavvy Equipment provided. In no way does this release the GridSavvy Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer
11. Enrollment and participation in the GridSavvy Community, whether optional or mandatory, requires you to agree to and sign the Sonoma Clean Power Authority - GridSavvy Community Participation Agreement.
  - a. Upon confirmation of your signing of the Agreement and your participation in the GridSavvy Community, SCP will issue you an ongoing \$5/month bill credit so long as the terms and conditions of the program are met. Depending on billing cycles, it may take up to 3 months for the bill credit to be loaded.
    - i. There is a \$5 per month maximum bill credit for GridSavvy participation, regardless of number and type of devices participating.
  - b. More information is available in the Sonoma Clean Power Authority - GridSavvy Community Participation Agreement and FAQs at: <https://sonomacleanpower.org/gridsavvy>.
12. You agree to abide by the GridSavvy Equipment Option specific terms and conditions in the following pages, in addition to these General Terms & Conditions.
13. Sonoma Clean Power GridSavvy Equipment Incentives Terms and Conditions are subject to change without prior notice.
14. By participating in the GridSavvy Community, you are authorizing Sonoma Clean Power to share certain information with the program implementers, Virtual Peaker and Olivine Inc., about your Google Nest thermostats, energy usage and associated account and billing data. This data is used to verify that you are eligible to participate in the GridSavvy Community program and to evaluate the comprehensive energy impacts of the Google Nest Learning Thermostat.
15. For more information, contact SCP by email at [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org).

**SMART THERMOSTAT EQUIPMENT TERMS & CONDITIONS**

In addition to the General Terms & Conditions, all eligible Thermostat Equipment (“Thermostat Equipment”) receiving incentives listed in Table 1 below are subject to Smart Thermostat Equipment Terms & Conditions specified below.

- 16. Provided a customer already owns an eligible piece of Equipment below, they may enroll that Equipment in the GridSavvy Community to earn GridSavvy bill credits but are not eligible for any additional incentives and/or discounts.
  - a. Google Nest Thermostat
  - b. Google Nest Learning Thermostat
  - c. Google Nest Thermostat E
- 17. All customers enrolling in the GridSavvy Community, and customers agree to abide by the terms set forth in Section 11 of the General Terms & Conditions.
- 18. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must have central air conditioning.
- 19. In order to participate in the GridSavvy Community and earn the associated benefits, a Customer must install the Google Home or Nest app.
- 20. The instant incentive applies only to the specific Thermostat Equipment purchased through the GridSavvy Community webstore listed in Table 1: Eligible Thermostat Equipment below:

*Table 1: Eligible Thermostat Equipment*

<b>Eligible Thermostat Equipment</b>	<b>Retail Price (basis for tax)</b>	<b>Total Price to SCP Customer</b>
Google Nest Thermostat. (Snow and Charcoal). Model Nos GA01334-US-1 and GA02081-US-1	\$129.99	\$79.99 plus tax and \$10 shipping and handling fee
Google Nest Learning Thermostat Gen 3 (Stainless Steel). Model No. T3007ES	\$ 249.00	\$199.00 plus tax and \$10 shipping and handling fee

- 21. The Customer is responsible for paying the fee for the Thermostat Equipment listed in Table 1, the shipping and handling of the Thermostat Equipment, plus sales tax on the (undiscounted) price of the Thermostat Equipment at time of purchase. For all Thermostat Equipment, the shipping and handling fee is \$10.00.
- 22. SCP will pay incentives and/or bill credits to participants after customers complete their SCP customer verification and Demand Response program participation agreement, per California regulatory requirements.
- 23. By participating in the GridSavvy Community with a Nest thermostat, the Customer understands that they will be participating in “Rush Hour Rewards” demand response events that automatically adjust heating and cooling schedules during the “Rush Hour Rewards” events. For more information on how events will



be communicated and how events can be overridden, see the Program FAQs at at: <https://sonomacleanpower.org/gridsavvy>.