

Orange County Power Authority (OCPA) Renter Energy Efficiency Program Terms & Conditions

Terms and Conditions

1. Program Eligibility

To qualify for a rebate under the Orange County Power Authority (OCPA) Renter Energy Efficiency Program, applicants must satisfy all applicable requirements outlined below.

a. Customer Eligibility

- i. To qualify for the OCPA Renter Energy Efficiency Program (“Program”), applicants must meet the following criteria:
 1. OCPA Service Requirement: Applicants must be an active customer receiving electric service from OCPA.
 2. Renter status: Applicants must be a current renter at the site receiving OCPA service.
 3. Acknowledgment of Terms: Applicants must review and accept these Terms and Conditions as part of the application process.

2. Customer Agreement

By submitting an application, you agree to participate in the Program and to comply with all Terms and Conditions outlined herein. You also consent to allow The Energy Coalition (“TEC”), a subcontractor to OCPA, to access and use personally identifiable information necessary for administering the Program. Your continued participation in the Program is subject to these Terms and Conditions, which may be updated or amended from time to time at the discretion of OCPA and TEC.

3. Appliance Details

- a. All participants who meet the program eligibility requirements and submit a complete application that is reviewed and approved will receive two appliances: one portable heat pump heating, ventilation, and air conditioning (HVAC) system and one portable battery.
- b. Participants acknowledge that they have viewed the video embedded within the application and understand that, if provided, the portable heat pump HVAC and battery are intended to be used together to maximize their benefits.
- c. Appliances will be issued by The Energy Coalition (TEC) on behalf of the Orange County Power Authority (OCPA). Delivery will be handled by a third-party logistics provider. While the program provides a delivery window, TEC and OCPA do not guarantee any specific delivery timelines and are not responsible or liable for any loss, damage, or other issues arising during delivery.
- d. Participants acknowledge and agree that TEC and OCPA bear no responsibility or liability for the in-home setup, operation, maintenance, performance, utility bill impacts, or use of any appliance provided through this program. Participants

assume any and all risks associated with the use of the appliances, including but not limited to personal injury, property damage, or improper use.

- e. Participants acknowledge and agree that no additional in-home delivery or setup assistance will be provided by TEC and OCPA when moving the appliances into a dwelling, which may weigh up to 75-pounds. Delivery services are limited to standard ground delivery practices.
- f. Participants acknowledge and agree that, upon delivery, the appliance(s) provided through this program become the property of the participant, unless otherwise specified in writing by TEC or OCPA.
- g. Participants acknowledge and agree that if they relocate after receiving the appliance(s), they may take the appliance(s) to their new residence. TEC and OCPA are not responsible for in-home setup, removal, transporting, or otherwise assisting with relocation of the appliance(s).
- h. Participants acknowledge and agree that appliance(s) will be delivered to the service address listed on the approved application.
- i. Participants acknowledge and agree that they must notify program staff in advance of shipment if they relocate prior to delivery. TEC and OCPA are not responsible for delivery to an incorrect or outdated address if advance notice of an address change is not provided by participants.
- j. Participants acknowledge that OCPA does not guarantee energy outcomes, including electricity bill reductions. The Program is intended to encourage decreased electricity bill costs through the synchronized use of the portable HVAC unit and portable battery, but this outcome is not guaranteed.

4. Program Changes

OCPA reserves the right to modify or discontinue the rebate program at any time without prior notice.

5. Communication

By applying, you authorize OCPA or TEC to contact you regarding your application and program participation. You are responsible for keeping your contact information current by emailing TEC's customer support at programs@ocpower.org. It is the participant's responsibility to ensure that a current and functional email address is on file with the Program; otherwise, Program communications may not be successfully delivered.

6. Disclaimer

Neither OCPA nor TEC make any representations or warranties regarding the Program or any products or services provided in connection with it. OCPA and TEC expressly disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and any guarantees of system performance or outcomes resulting from participation in the Program.

7. Indemnification

To the extent permitted by applicable law, you agree to release, defend, indemnify, and hold harmless OCPA, TEC, and their respective affiliates, officers, directors, employees, and representatives (collectively, the “Indemnitees”) from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising from your violation of these Terms and Conditions.

OCPA and TEC reserve the right, at their sole discretion and expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such cases, you agree to fully cooperate with their defense efforts.

Claims against OCPA are subject to the provisions of the California Government Tort Claims Act (Government Code section 900 et seq.), including its claim presentation requirements. Any disputes with TEC must be initiated within one (1) year of the event or circumstances giving rise to the claim; failure to do so will result in a waiver of your right to pursue such a claim.

8. Data Privacy

By participating in the Program, you authorize OCPA and TEC to access and utilize information you submit in connection with your application, including but not limited to your name, contact details, service address, and account number (“Data”). You also consent to the sharing of relevant customer information between TEC and OCPA as needed to administer and verify your participation in the Program. All shared information will be handled in accordance with applicable privacy laws and confidentiality standards. You agree that OCPA and TEC may use this Data for purposes including, but not limited to: (1) administering, maintaining, and improving the Program; (2) evaluating program effectiveness; (3) conducting internal research and analysis; and (4) enhancing customer outreach, provided such use does not include personally identifiable information unless required for core program functions or explicitly consented to by you. Neither OCPA nor TEC will not disclose your Data to any third party except in the following circumstances:

- When the Data has been de-identified and no longer contains personally identifiable information;
- When required to provide services related to the Program, including engagement with authorized contractors or service providers bound by confidentiality obligations;
- When disclosure is required by law, regulation, court order, or subpoena, or to cooperate with law enforcement or regulatory authorities;
- When necessary to protect against fraud, enforce program policies, or safeguard the legal rights, property, or safety of TEC, OCPA, program participants, or others;
- In the context of business transitions such as financing, assignment, or acquisition; or
- When you have granted express permission for such disclosure.

By participating, you acknowledge and agree to these data practices for the purpose of effective program delivery and oversight.

9. Dispute Resolution and Arbitration

By agreeing to these Terms and Conditions, you waive the right to a trial by jury and to participate in any class action or representative legal proceeding. Any dispute, claim, or controversy arising from or relating to these Terms and Conditions—including but not limited to matters involving their interpretation, enforcement, breach, or validity—shall be resolved through final and binding arbitration.

Arbitration will take place in Orange County, California, and will be conducted in accordance with the California Arbitration Act (California Code of Civil Procedure §1280 et seq.) or such other arbitration rules as may be mutually agreed upon in writing by the parties. The decision of the arbitrator shall be final and binding, and judgment on the award may be entered by any court with appropriate jurisdiction.

10. Legal Fees

If any legal action or proceeding is initiated by you, OCPA, or TEC to enforce or interpret these Terms and Conditions, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, and other costs and expenses incurred in connection with the action.

11. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflict of law principles, and regardless of the participant's location. You, OCPA, and TEC agree to submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California for the resolution of any legal action permitted under these Terms and Conditions.

For questions or additional information about the Program, you may contact the program team at programs@ocpower.org.

These Terms and Conditions are subject to change at the discretion of OCPA.

12. Acknowledgment

By checking the box below, the applicant affirms that they have read, understood, and agree to comply with all Terms and Conditions of the Program. The applicant further certifies that all information provided in the application is accurate and complete to the best of their knowledge.