

Terms & Conditions for OCPA Energy Efficiency Kits Program

By participating in the Orange County Power Authority (“OCPA”) Energy Efficiency Kits Program (“Program”) you expressly consent to being legally bound by the following terms and conditions (“Terms and Conditions”). As part of this Program, OCPA intends to provide equipment and technologies (“Products”) designed to help OCPA customers reduce their energy usage. The participating customer (“Customer”) agrees to comply with these Terms and Conditions and certifies that he or she is eligible to participate in the Program. These Terms and Conditions do not alter or invalidate any terms for other program benefits or services the Customer receives from OCPA.

NOW, THEREFORE, in consideration of the promises made below, the Customer agrees as follows:

1. Customer Responsibilities

- a. Customer must be over the age of 18 and reside at the account service address associated with the account number submitted to demonstrate eligibility for the Program.
- b. Only current OCPA electric customers with an active electricity account in good standing are eligible to participate in the Program.
- c. Customer agrees to use the provided Products in accordance with the manufacturer’s directions and for their intended purpose.
- d. Customer agrees to receive emails from OCPA and its contracted order fulfillment provider related to, but not limited to, order status, Program updates and evaluation, customer support, and OCPA news and offers.

2. Orange County Power Authority Responsibilities

- a. During Customer’s participation in the Program, OCPA will obtain personal information about the Customer, including, but not limited to, name, address, email, phone number, and electric meter data (the “Collected Data”). Collected Data shall be used solely in connection with the operation and evaluation of the Program. Customer electric meter (usage) data will not be shared with OCPA’s contracted order fulfillment provider.
- b. OCPA may, at its discretion, change the Products included as part of the Program or discontinue the Program at any time, without notice to the Customer.

3. Limitation of Liability

Customer understands and agrees that OCPA does not guarantee or warranty Products provided through this Program, and shall have no liability to Customer or any third party for any property damage or personal injury, including death, arising out of Customer’s ownership or use of the Products. OCPA, nor any of its members, employees, and service providers or agents are or will be responsible or liable to a participating Customer or any third party for any indirect, incidental, consequential, special, exemplary, punitive, or other damages arising out of or relating in any way to the Program. OCPA and its members, employees, and agents shall have no liability for, and are released of any liability from, any and all damages resulting from the Customer’s installation, use, and performance of the Products provided. OCPA disclaims all warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement.

4. Indemnification

Customer agrees to indemnify, defend, and hold harmless OCPA from any claims for personal injury or property damage arising out of the use or ownership of the Products.

5. Law and Venue

These terms and conditions shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Orange County, without reference to California's principles on conflicts of laws. Customer agrees that, regardless of any statute or law to the contrary, Customer must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

I have reviewed, accept, and agree to be bound by these terms and conditions and I would like to enroll in the Program as described.

For more information, please contact OCPA via email at grants@ocpower.org.

///End of Terms & Conditions///