



FAYETTEVILLE PUBLIC WORKS COMMISSION

**TERMS AND CONDITIONS  
PEAK SAVINGS PILOT PROGRAM  
FOR ELECTRIC WATER HEATERS WITH AQUANTA**

**Customer Eligibility Requirements:**

- Applicant must be a PWC electric customer in good standing on a TOU rate
- Applicant must be account holder of record
- Applicant may own or rent residence/business (if a renter, must have owner approval for installation; renter will receive the bill credit incentive)
- Applicant must have a single-phase electric water heater, with a storage tank of not less than 30 gallons, that is in good mechanical condition
- Applicant must maintain active electric account with PWC for Pilot Program duration
- Applicant must have wireless internet service
- Applicant agrees to install the control device within 30 days of receipt and maintain device connectivity
- Applicant agrees to participate in TOU saving events for at least 18 consecutive months
- Applicant agrees to allow PWC to use data related to energy usage to measure Pilot Program impact on consumption during TOU hours
- Applicant agrees to the Terms and Conditions of the Pilot Program

**TOU Savings:**

The Customer agrees to apply the PWC TOU control setting from the Aquanta customer app for the duration of the Pilot Program. The Customer may also elect to initiate other savings schedules, to include vacation mode, at their discretion.

**Term:**

The Customer agrees to install the Aquanta device within 30 days of receipt, notify PWC regarding the installation and participate in this Pilot Program for eighteen (18) consecutive months, beginning on the date of install. PWC reserves the right to discontinue Program or modify Terms and Conditions at their discretion.

**Customer Installation:**

The Customer is responsible for the installation of the Aquanta control device.

**Customer Data:**

The Customer agrees to allow PWC to provide general energy data to ElectriCities of North Carolina (ElectriCities), Aquanta and participants in this Pilot Program for explicit use for this Pilot Program prior to, during, and beyond the term of this Pilot Program. This data will be used to assess the overall efficiency and demand savings generated by the Pilot Program. PWC will treat such data as confidential and the data shall be shared as an aggregation of customer participation.

**Customer Ownership of the Premises:**

The Customer certifies that he or she is the Owner of the Premise or has authorization from the landlord to participate in this Pilot Program.

**Program Communication:**

By providing a cellular phone number and an email address, Customer agrees to receive text messages, voice messages, and/or emails in regard to this Pilot Program.

**Technical Support/Warranty:**

The Customer shall contact Aquanta’s technical support for response to any operational or technical concern or issue.

**Indemnification:**

The Customer shall indemnify, defend and hold harmless PWC, their affiliates, and their contractors, officers, directors, employees, agents, successors, assigns, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, and expenses (including reasonable attorneys’ fees and costs incurred to enforce this indemnity) arising out of the Customer’s participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the indemnified Parties.

**Warranty Disclaimer / Liability:**

Except as expressly stated herein, PWC makes no other representations, warranties, or guarantees (including third-party warranties). In no event shall PWC be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the use of the Customers Portal, Equipment, or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Customer waives and releases PWC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns, and representatives from all obligations (other than provision of the Equipment) and for any and all liability or claims arising in connection with the Equipment, the Customer Portal, or any work or service provided by PWC.

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CUSTOMER Signature

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Print CUSTOMER Name

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Date