

Home Assessment Terms & Conditions

Program Overview

WestLight Energy has developed the Home Upgrade Services Full-Service Installation Program (“the Program”) to provide eligible Property Owners (“Property Owner”) living in single-family homes (“Property”) with installation services of eligible equipment (“Measures”). WestLight Energy is partnering with installation contractors (“Contractor”) to perform the installation of these Measures.

As a first step in determining Property Owner eligibility to participate in the program, a WestLight Energy’s partner Contractor will provide a Home Assessment to identify and assess potential Measures for installation and associated costs, if any.

Terms and Conditions

1. **HOME ASSESSMENT:** The purpose of the Home Assessment is to review existing equipment at the Property, identify potential eligible equipment for installation, and assess estimated costs, if any. The Home Assessment is informational only and does not constitute an energy audit, engineering analysis, code compliance review, or contractor bid. The Home Assessment may include taking photographs of the Property. Property Owner authorizes WestLight Energy and the Contractor to access the Property, energy usage data, and other information as reasonably requested for the purposes of determining eligibility to participate in the Program and completing the Home Assessment. WestLight Energy and the Contractor make no representations or warranties, express or implied, regarding the completion, accuracy, or results of the Home Assessment or any Home Assessment report, and the Home Assessment does not guarantee eligibility for the Program, installation of any Measures, availability of incentives or rebates, pricing, or the performance, savings, or effectiveness of any potential Measures. If the Property is tenant-occupied, Property Owner shall notify tenant(s) and obtain any required consent prior to the scheduled Home Assessment.
2. **CONFIDENTIALITY:** Property Owner consents and agrees that data obtained by the Contractor via the Home Assessment performed will be shared with WestLight Energy. If Property Owner opts to install Measures through the Program, Property Owner’s participation will be governed via separate Program Participation Agreement(s).
3. **RELEASE OF CLAIMS AGAINST, AND HOLD HARMLESS:** Property Owner discharges and releases WestLight Energy, their officers, employers, employees, and agents (“Indemnitees”) from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by Indemnitees), in which Property Owner, and Property Owner’s successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against Indemnities) as the result of, based upon, arising out of, or connected with WestLight Energy’s involvement with the Program.
4. **SECTION 1542 WAIVER:** Property Owner is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a “general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or

released party.” Property Owner also agrees to indemnify and hold harmless Indemnitees from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees and costs, brought as a result of Indemnitees’ involvement with the Program, and to reimburse WestLight Energy for any such expenses incurred.