

By participating in Snohomish PUD's Heat Pump Water Heater Promotion, the homeowner acknowledges and accepts the below terms and conditions:

REWARD ELIGIBILITY: To be eligible for promotion, the homeowner ("Homeowner") must be a customer of the Public Utility District No. 1 of Snohomish County (the "PUD") and the delivery and or installation address must be in the PUD's service area. One rebate per household. The new heat pump water heater must replace an existing electric storage water heater and be installed in accordance with manufacturer's specifications. The promotion runs from Friday, November 1st, 2019, through Saturday, November 30th, 2019. Homeowner acknowledges that the promotion is a limited offer and subject to availability of funds.

HEAT PUMP WATER HEATER SELECTION, INSTALLATION, OPERATION, AND MAINTENANCE: The selection, purchase, and installation of the Heat Pump Water Heater shall be the sole responsibility of the Homeowner. Installation is to be in accordance with PUD specifications, codes, and manufacturer specifications. The Homeowner must rely upon the contractor, if applicable, regarding any representation or promise about the materials or labor required for installation of the Heat Pump Water Heater, the cost of such Heat Pump Water Heater, including materials and labor, and any energy savings that may accrue for the installation of the Heat Pump Water Heater. THE PUD MAKES NO WARRANTY WITH RESPECT TO THE HEAT PUMP WATER HEATER, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR THE INABILITY TO USE THE HEAT PUMP WATER HEATER. Any required maintenance, repair, or replacement of the Heat Pump Water Heater shall be the sole responsibility of, and at the expense of the Homeowner.

VERIFICATION, INSPECTION, EVALUATION AND ACCESS: Participating homes are subject to random on-site inspections in order to verify that installation and the home meet program eligibility guidelines. No warranty is implied by this inspection. The Homeowner agrees to provide reasonable access to the property for the purposes described herein if contacted to schedule an inspection. The PUD may contact the Homeowner for survey participation and program feedback. In addition, the PUD may release the Homeowner's account information, including billing and energy usage information, to an independent third-party evaluator solely for the purposes of evaluating this program, confirming energy savings, and for other quality assurance purposes.

DISCLAIMER AND INDEMNITY: Homeowner understands that the PUD is providing funding for kilowatt-hour savings only; and that the PUD assumes no liability for Homeowner's voluntary decision to participate in the program, for the Heat Pump Water Heater selected by the Homeowner, any third parties selected by the Homeowner to install such Heat Pump Water Heater, or any disputes arising out of repair or replacement of the Heat Pump Water Heater installed. Furthermore, in consideration of the PUD providing a rebate for the installation of the Heat Pump Water Heater, the Homeowner agrees to hold harmless, indemnify and defend the PUD, its officers, employees, and agents, from any and all claims, losses, actions, suits, liabilities, damages, judgments and expenses (including costs and attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in any way connected with any act, omission, fault or negligence of the Homeowner or any third party selected by Homeowner to install the Heat Pump Water Heater; except in the event of concurrent negligence of the PUD, the PUD's obligations shall apply only to the percentage of fault attributable to the PUD, its officers, employees, or agents.