



Water Heater / TALO Agreement Terms

1. The Direct Load Control Program (DLCP), also referred to as TALO, is designed to provide participants an opportunity to help lower the demand for power.
2. I am the owner of the residence for which the Direct Load Control (DLC) device(s) will be installed. I have had the DLCP explained to me, and I give my permission for participation in the DLCP. I will cooperate with the other parties participating in the DLCP as defined in this agreement.
3. I understand that this agreement will take effect on the date written below. Furthermore, I understand that I will not receive the one-time, good faith incentive until any or all DLC devices have been installed at this residence per the account number indicated on this agreement.
4. I understand that BrightRidge or its agent will provide and install the DLC device for water heater(s) at this residence as per the account number indicated on this agreement.
5. If the residence is sold, I will notify BrightRidge as soon as possible, and BrightRidge and I will agree on the date on which this agreement will terminate. In any event, this agreement will terminate upon the date ownership of the residence is transferred.
6. I understand that BrightRidge will apply a credit of \$40 per DLC device to the owner of the residence's electric account once the DLC device(s) have been installed. Total DLC/TALO devices installed:
7. I understand and agree to allow a DLC device to be installed on each water heater at this residence. Water heaters must be a minimum of 38 gallons. I understand BrightRidge will provide a water heater maintenance program as an additional incentive. Furthermore, I understand the maintenance program shall continue, as long as I agree to the terms of this agreement; however, the maintenance portion of this program may be modified or terminated at any time by BrightRidge. The maintenance only covers replacement of water heater elements and thermostats. The customer may contact BrightRidge in the event there is an issue with the water heater such as "no hot water" and a maintenance check will be performed by a BrightRidge representative. It will be the customer's responsibility for any repairs other than elements or thermostats.
8. I understand the DLC device remains the property of BrightRidge. Furthermore, I understand that if the DLC device is lost, stolen, damaged, destroyed, etc. that I may be charged the current install cost for the replacement of the DLC device.
9. I agree to allow BrightRidge free access to the DLC devices at all reasonable times as determined by BrightRidge.
10. I agree to leave the DLC installed at the residence for a minimum of two years. Otherwise, I understand I will be billed a \$40 penalty per device installed at the residence for early removal. However, if the residence is sold, the terms of the agreement in section 5 shall apply and I will not be charged the \$40 per each installed device.
11. I understand that BrightRidge may authorize activation of the DLC devices periodically for purposes of "turning off" the water heater at my residence and that I may override the activation in the event of extenuating circumstances.
12. I understand that BrightRidge may remove the DLC devices from my premises. However, I will be allowed to keep the monetary incentive for that particular metered account if I am in no way in breach of this agreement.

13. I understand if the DLC device has been removed at mine or the previous owners' request within the past year that I will not be eligible for any monetary incentive should I request the DLC device be re-installed at this same metered location.
14. I understand that any monies paid towards this account are to be applied to any applicable penalties which may be incurred first. Any remaining funds will be applied to the monthly energy (kWh) charges. Any funds remaining due in regard to the energy charges for the corresponding electric accounts are subject to electrical disconnect without prior notice.
15. I agree to release, indemnify, defend, and save BrightRidge and its respective officers, agents, employees and contractors harmless from all liability, claims, demands, causes of action, costs or losses for personal injuries, property damage, special damages, consequential damages, indirect damages or loss of life or property, sustained by me, my agents, my family, or third parties arising out of or in any way connected with the DLCP. The obligations of this section 14 shall survive termination of this agreement.
16. I understand that participation in the DLCP is subject to the BrightRidge Rules and Regulations. Furthermore, I understand that a copy of the BrightRidge Rules and Regulations may be given to me upon request or I may review such at brightridge.com.