

## Home Assessment Terms and Conditions

By submitting this form, Customer agrees to the following terms and conditions for the Peninsula Clean Energy Home Upgrade Home Assessment:

- HOME ASSESSMENT.** The purpose of the Home Assessment (“Home Assessment”) is to review existing equipment at the Residence, assess potential eligible equipment (“Measures”) for installation and complete the Home Assessment Report. The Home Assessment may include taking photos of the Residence. Customer authorizes Peninsula Clean Energy (“PCE”), Franklin Energy Services LLC (“Franklin Energy”), and installation subcontractors (“Subcontractor(s)”) access to the Residence, energy usage data and other information upon request for the purposes of determining eligibility to participate in the Program and completing the Home Assessment. PCE, Franklin Energy, and Subcontractor(s) make no representations or warranties, express or implied as to whether a Home Assessment Report can be completed or the effectiveness of the Measures contained in it. If Residence is tenant-occupied, Customer shall notify tenant(s) of the scheduled Home Assessment.
- CONFIDENTIALITY.** Customer consents and agrees that data obtained by PCE, Franklin Energy and/or Subcontractor(s) via the Home Assessment performed will be shared with SVCE, Franklin Energy and Subcontractor(s). If Customer opts to install Measures through the Program, Customer’s participation will be governed via separate Program Participation Agreement(s).
- RELEASE OF CLAIMS AGAINST, AND HOLD HARMLESS:** Customer discharges and releases PCE, Franklin Energy, and Subcontractor(s) and 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 Customer, and Customer’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 Indemnitees) as the result of, based upon, arising out of, or connected with PCE, Franklin Energy, and Subcontractor(s)’s involvement with the Program.
- SECTION 1542 WAIVER:** Customer 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.” Customer 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 PCE, Franklin Energy, and Subcontractor(s) for any such expenses incurred.