

ELECTRIC WATER HEATER PEAK CYCLING PROGRAM TERMS AND CONDITIONS

Consumers Energy's ("Company") Electric Water Heater Peak Cycling program ("Program") is voluntary and governed by rules for the Peak Power Savers Program approved by the Michigan Public Service Commission ("MPSC") in the Company's [Rate Book for Electric Service](#) and any applicable MPSC orders.

The Program is subject to the following terms and conditions:

ENROLLMENT AND DE-ENROLLMENT:

Enrollment is voluntary. Customers must receive electric service from the Company on a rate eligible to enroll in the Program and must continue to maintain service on an eligible rate for the duration of their enrollment. Customers must not participate in any other Company offering that makes them ineligible to participate in the Program. Customer eligibility to participate in the Program is determined solely by the Company, and participating customers may be de-enrolled at any time at the Company's discretion. The customer will be required to provide contact information needed to receive mandatory Program communications, as described below.

Program participants are free to de-enroll from the Program at any time. To request de-enrollment please call 877-789-9883.

ENERGY SAVINGS EVENTS:

Enrolled customers agree to participate in Energy Savings Events. The Program is a year-round resource and Energy Savings Events can occur throughout the year but are most likely to occur during the summer months when electric demand is highest. Events typically occur on non-holiday weekdays between noon and 8 p.m. and typically last up to four hours. Such events will be determined by the Company or in response to an electrical emergency. Enrolled customers may opt out of one Energy Savings Event per year by calling 877-789-9883.

DEVICE:

Enrolled customers agree to allow an authorized Company installation technician to install a device on or near their electric hot water heater, in their home, to reduce the runtime of that appliance. During Energy Savings Events, this device will give the Company the ability to reduce the amount of new hot water their water heater can produce by up to 100%.

INCENTIVE AND BILL CREDIT:

Please allow 6-8 weeks for processing of your incentive (currently provided in the form of a gift card, but as may change in the future). This processing may take longer if required documentation or information on the application is missing. Please call 877-789-9883 if you have any questions about the device or incentive. While enrolled in the Program, customers will continue to receive participation bill credits each month, every month throughout the year. If you have any questions about your bill credit, please call 800-477-5050.

PROGRAM COMMUNICATIONS:

Customer agrees to receive mandatory Program communications and to provide and maintain valid contact information for such communications. The customer must provide a current mobile number, capable of receiving text messages, and have a current e-mail address on their account where they can receive Program communication and event notifications. By enrolling, customer accepts the [Company's Electronic Communications](#) Terms & Conditions including but not limited to those provisions regarding live and automated voice notifications and text messages when the customer provides a phone number (both land line and wireless). Network and other data or text charges may apply.

INFORMATION RELEASE:

Customer agrees that the Company may include customer's name, address, Company account number, Company services and resulting energy savings ("Information") in a database hosted by a contractor of the Company, and such Information may be included in reports or other documentation submitted to the Michigan Public Service Commission ("Reports"). The Company will treat such information as confidential and the Information in the Reports shall only be in the aggregate.

LIMITATION OF LIABILITY:

Company's liability is limited to paying the incentive specified. Customer acknowledges that Company's responsibility and liability for all work performed is limited to the installation, replacement or removal of the switch device(s), including any damage or injury to persons or property to the extent directly caused by or resulting from Company's or its contractor's performance at the time of installation, replacement or removal. Except as provided above, Customer confirms and acknowledges Company's and its contractors' responsibility and liability specifically excludes all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or related to installation, replacement or removal of switch device(s), including but not limited to, moisture intrusion, mildew, fungus, spores, or mold of any type, nature, or description, or any substance whose presence poses an actual or potential threat to human health. In no event will Company be liable, whether in contract, tort (including negligence), strict liability, warranty or otherwise, for any direct, indirect, special, incidental or consequential damages connected with or resulting from participation in this Program. Company reserves the right to not pay the incentive if the application form and all required additional information are not complete and accurate.

WARRANTIES:

Company does not warrant the performance of installed equipment, expressly or implicitly. Company makes no warranties or representations of any kind, whether statutory, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding the electric water heater equipment provided by a manufacturer or vendor or installed by Company or its contractors.

PROPERTY RIGHTS:

Customer represents that he/she has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed, and that any necessary landlord's consent has been obtained.

CUSTOMER'S CERTIFICATION:

Customer certifies and agrees that all information is true and that he/she has conformed to all Program and equipment requirements listed.