

PeakTime Perks Agreement



General Information

PeakTime Perks ("Program"), is a voluntary demand response program offered by [name of cooperative] ("Cooperative"). The Program is available to eligible residential and small commercial members of the Cooperative ("Members") who enroll a qualifying smart thermostat and agree to these Terms & Conditions ("Terms"). The Program is subject to the Cooperative's applicable tariff. Any inconsistency between the tariff and the Terms will be resolved in favor of the tariff.

PeakTime Perks helps reduce electricity use during periods of high demand by allowing modest, temporary adjustments to participating smart thermostats. The Cooperative may partner with one or more third-party vendors ("Vendors") to operate and manage the Program, including scheduling events and communicating with enrolled devices.

Terms & Conditions

By enrolling in or continuing to participate in the Program, you agree to the terms below. Failure to comply with these Terms may result in removal from the Program.

1. Consent and Eligibility

To participate, Members must:

- Be a named Member on an active account for electric service with the Cooperative;
- The active electric service account must be in good standing;
- Receive qualifying electric service at the enrolled service address;
- Have installed a compatible and functioning smart thermostat (including eligible models from manufacturers such as Google Nest or Sensi) and connected to a reliable internet connection.

Participation in the Program is voluntary, and Members may withdraw from the Program after a one-year term, subject to the credit provisions described below.

2. Program Operation and Device Adjustments

By enrolling, Members agree to allow the Cooperative and/or its Vendors to remotely adjust enrolled smart thermostat settings during Energy Management Events as determined by the Cooperative and during Energy Emergency Alerts as defined by the North American Electric Reliability Corporation.

- Temperature adjustments are limited to 3 degrees from the Member's setpoint.
- Events may occur at any time of year, depending on system conditions.
- Events are limited to four (4) hours or less in duration.

Members may override thermostat adjustments at any time using their device or app. However, frequent overrides may reduce eligibility for participation credits or result in removal from the Program.

3. Notifications

When practicable, Members will receive advance notice of Energy Management Events via email, text message, or smart thermostat notifications. In some circumstances, including emergencies, advance notice may not be possible.

4. Credits

As defined in the tariff, members may receive:

- A one-time enrollment incentive, and
- An annual participation incentive.

Credits are issued by the Cooperative and applied to the Member's electric account invoice, pursuant to the tariff. To qualify for participation credits, Members must participate in a minimum number of Energy Management Event Minutes, as defined in the tariff. Members who unenroll before completing twelve (12) months of participation may be required to repay any enrollment credits received and may forfeit participation credits.

5. Device Performance and Connectivity

Members are responsible for maintaining their enrolled smart thermostat, internet service, and any required accounts or applications.

If a device becomes unavailable or fails to communicate with the Program:

- The Member will have up to 30 days to resolve the issue.
- Failure to restore connectivity or performance may result in removal from the Program.
- Re-enrollment may be permitted, but additional enrollment credits will not be provided.

6. Data Access and Privacy

Participation requires Member consent for the Cooperative and/or its Vendors to access and use certain data, including:

- Energy usage and consumption data; and
- Limited, non-sensitive personal information necessary to operate the Program.

This data will be used for program administration, device control, measurement, reporting, and evaluation, and will be handled according to the Cooperative's data privacy policies.

7. Term and Termination

This agreement becomes effective upon enrollment and continues on an annual basis, subject to the 12-month minimum participation requirement for credits. The Cooperative may terminate the Program at any time without notice after the initial one (1) year term and Member shall receive a bill credit based on the number of months of participation within the then applicable participation period.

8. Liability and Disclaimer

Participation in the Program is voluntary and at the Member's discretion. The Program is provided "as is" and "as available."

The Cooperative and its affiliates, officers, directors, employees, and Vendors are not liable for any direct, indirect, incidental, or consequential damages arising from:

- Participation in the Program;
- Smart thermostat adjustments;
- Device performance, availability, or connectivity issues; or
- Changes in electricity usage or costs.

Members remain solely responsible for the installation, operation, maintenance, repair, and replacement of their devices and connectivity.

9. Modifications

The Cooperative may modify these Terms at any time. Members will be notified of material changes using the most recent Member contact information on file. Continued participation after notice constitutes acceptance of revised Terms.

10. Governing Law

These Terms are governed by the laws of the State of Michigan. Related to the operation of the Program, the Member and the Cooperative waive all rights to or claims for incidental, punitive, consequential, or other special damages, including attorneys' fees.

