

Home Wiring Repair Service Terms and Conditions

Home Wiring Repair Service

Home Wiring Repair Service is offered by the City of Winter Park to qualified residential customers. As used in this Home Wiring Repair Service contract, the terms "we," "us," and "our" means the City of Winter Park. "You" and "your" mean the customer. "Service" means the Home Wiring Repair Service program. "Covered services" means all the services, specified herein, that are eligible for repair or replacement under the terms of the Home Wiring Repair Service.

Home Wiring Repair coverage

Home Wiring Repair Service is an electrical service plan that provides access to our approved network of independent electrical contractors for repair or, at our option, replacement of certain home electrical components and circuits that wear out or become damaged as a result of normal use. All services provided under this Service are provided by our network of authorized, independent electrical contractors. The Service is available for single-family residential homes, garages, condominiums and manufactured housing with individual electric metering.

Covered Services

Components covered by this service are listed below:

- Wall-mounted receptacles ("electrical outlets")
- GFI receptacles ("ground fault interrupters")
- Wall-mounted switches
- GFI switches
- Wall-mounted dimmer switches
- Building-mounted circuits, fuses or breakers up to 400 amps
- Electric service panels or sub-panels up to 400 amps
- Building-mounted main service disconnect
- Building-mounted meter-based housing
- 120- to 240-volt home electrical circuits/wiring (copper or aluminum)

Repair or Replacement

We have the option to repair or replace any electrical components. Replacement of components will be with similar devices. If a covered item is no longer available or is a special order item, we will provide a reasonable substitute of standard commercial availability and color.

Terms and Conditions

Home Wiring Repair coverage is limited to \$700 annually. We will pay for Covered Services up to \$700, materials and labor inclusive, during each calendar year following the first day of service initiation, provided that the request is made during the term of this Agreement, and you have paid for the Service in accordance with this Agreement.

Coverage Limitations

Coverage is limited to your single-phase or three-phase wiring circuits and related electrical components required to deliver electricity throughout your home or garage. Condominium common areas are not covered. The Service does not cover repairs or replacements required as a result of misuse, abuse, tampering, theft, vandalism, improper installation, code violations, damage from wind, rain, flood, ice or acts of God. The decision that a repair or replacement is not covered for any of these reasons rests solely with us.

Non-covered Items

Non-covered items include, but are not limited to: pre-existing conditions, circuits not complying with the current National Electric Code, components outside the home or garage, home networking or control systems or components, buried wires, low-voltage wiring and equipment. Power generating or power consuming devices are NOT covered, including the following: appliances of any kind, lighting, generators or power storage systems, photovoltaic equipment.

15 Percent Discount

Non-covered services are eligible for a 15 percent discount as specified in the "Service Requests" section of this agreement.

Term

The Service is offered for an initial term of one month beginning 30 days after receipt of your enrollment request. The Service shall be automatically renewed on a month-to-month basis unless you notify us that you elect to discontinue the Service or until we elect to discontinue the Service.

Termination by You

After the initial one (1) month term you may cancel at any time by contacting us. Cancellation of Home Wiring Repair Service will be effective the date we receive your notification. Upon termination, you would be entitled to a refund of any unearned payments made to us. We will not pro-rate refunds for partial months.

\$150 Reinstatement Fee

If you discontinue your Home Wiring Repair Service and wish to re-initiate the service at the same address at a later date, there will be a \$150 reinstatement fee payable at the time of service re-initiation.

Termination by Us

We reserve the right to discontinue the Service or modify the terms and conditions for the Service at any time for any reason upon written notice to you. Nonpayment by you for the Service will result in termination of the Service by us. Should we elect to discontinue the Service, you would be entitled to a refund of any unearned payments made to us.

Service Requests

You must contact us directly for all covered service requests. When you request service under this Agreement, we will have one of our authorized contractors contact you within two (2) business days (unless you specify otherwise) to arrange service. The two-business-day response time cannot be guaranteed during or after extreme weather, earthquake, fire, floods, or other acts of God. We will NOT pay for any services that are performed by electrical contractors who are not dispatched by us. For any covered services up to the \$700 annual limit, there will be no additional charge to you. We will pay the authorized contractor for the covered services up to the limit specified under the "Limits of Coverage" section. If your electrical problem is not covered by the Service, our electrical contractor can provide you with an estimate of the repair or replacement costs, with a 15 percent discount from the contractor's then applicable labor rates for the work. If you choose to hire our authorized electrician to perform the non-covered repair, you are responsible to pay the electrician directly for all non-covered services rendered. These non-covered services are not warranted and are not our responsibility.

Billing

For Winter Park electric service customers, all charges for the Service will be included on your monthly electric bill. No service will be provided unless your Home Wiring Repair account balance is current.

Payment

Payment is due by the bill due date. Your first payment for the Service will be confirmation of your acceptance of these terms and conditions.

Limits of Liability

You understand that we are providing you with this service for which you expressly agree to indemnify and hold us harmless from and against any and all liability for loss, damage to property or injury or death to persons unless such loss, damage, injury or death is the direct result of our gross negligence. Under no circumstance shall we be liable for indirect, consequential, incidental, special, exemplary or punitive damages. Under no circumstances shall our total liability under this Agreement exceed the sum of all payments made by you to us under this Agreement. This Section shall survive the termination of this Agreement. We warrant that repairs performed by our authorized electrical contractor for covered services will be free from defects in materials and workmanship for 12 months from the date the repair work is completed. In the event that any repair work performed relating to a Covered Service is found to be defective in either materials or workmanship, we may repair or replace such defective items. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEMS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY AND WE EXPRESSLY DISCLAIM ANY AND

ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SECONDARY DAMAGE, WHICH INCLUDES PROPERTY DAMAGE OR PERSONAL INJURY, AS A RESULT OF AN ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS COVERED BY THIS AGREEMENT. THIS AGREEMENT COVERS ONLY COVERED SERVICES AND EXCLUDES ALL OTHERS FROM HOME WIRING REPAIR COVERAGE. WE DO NOT WARRANT AND WILL NOT PAY FOR SERVICES THAT ARE NOT COVERED EVEN IF THE SERVICES ARE PROVIDED BY AN AUTHORIZED ELECTRICAL CONTRACTOR. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.