

TERMS and CONDITIONS

PLEASE READ THIS CONTRACT CAREFULLY. IT INCLUDES IMPORTANT LIMITATIONS AND EXCLUSIONS.

THE Lifeline™ MAINTENANCE PLAN IS DESIGNED FOR RESIDENTIAL CUSTOMERS WHO OWN THE WATER PIPE RUNNING FROM SUBURBAN'S WATER METER TO THEIR FOUNDATION WALL. IF YOU ARE A RENTER OR LIVE IN ANY OTHER ARRANGEMENT THAT PLACES RESPONSIBILITY FOR THAT WATER PIPE ON ANOTHER PERSON, THE LIFELINE MAINTENANCE PLAN IS NOT FOR YOU.

THE Lifeline™ MAINTENANCE PLAN IS NOT A SUBSTITUTE FOR INSURANCE. PLEASE CONSULT WITH YOUR INSURANCE COMPANY OR AGENT TO DETERMINE WHETHER THE WATER PIPE RUNNING FROM SUBURBAN'S WATER METER TO YOUR FOUNDATION WALL IS COVERED BY YOUR INSURANCE.

Terms & Conditions

As used herein, "We " "Us" and "Our" mean Suburban Water Systems; "You" and "Your" Means the residential customer of Suburban Water Systems who is a party to this Contract; and Lifeline means the Maintenance Plan set forth in this contract.

Suburban Water Systems, a water service company regulated by the California Public Utilities Commission, is financially responsible for performance under Lifeline. Lifeline is a non-tariffed program operated by Suburban and is not regulated by the California Public Utilities Commission. The information and prices contained in this contract are accurate as of March 31, 2023.

We reserve the right to change the terms, conditions and price of Lifeline by providing You with at least one (1) month advance notice of the change(s). Notice of change(s) may occur through any reasonable method, such as inclusion in our monthly service bill, and Your continued payment of the monthly enrollment fee after the effective date of the change(s) shall constitute acceptance of the change(s). We reserve the right to discontinue Lifeline at any time.

1. What We Service.

Lifeline maintains Your "Lateral Line." Subject to the exceptions set forth below, Your Lateral Line is the water pipe extending from Your water meter to the outside foundation wall of the related house. To be eligible for Lifeline, the Lateral Line must be no greater than 1-1/2 inches in diameter. A separate Maintenance Plan is required for each additional service connection and/or Lateral Line on Your property. Lateral Line excludes any irrigation lines, auxiliary water lines serving swimming pools or accessory structures, or any use other than the residential structure designating the service address, even if such water pipes may be connected to the Lateral Line.

2. When Our Service Responsibility Starts.

Lifeline commences on the date of the first service bill following our approval of Your enrollment. We reserve the right to make an on-site inspection of Your Lateral Line, and the associated parts of Your premises plumbing to ensure they are in proper operating condition, as well as inspecting the other conditions of Your property to ensure We can provide Lifeline service, before accepting any responsibility under Lifeline. We reserve the right to refuse enrollment in Lifeline for any reason. Lifeline is not transferable.

3. Our Obligations and Exceptions.

A. Obligations: When a leak is reported to Us, We or Our contractors will:

- Determine, in Our sole discretion, whether and how to repair or replace any portion of the Lateral Lines.
- Provide all parts, material and labor required to make the repairs or replacements, including the cost of water service shut-off and the cost of excavation. We reserve the right to select the parts or materials used, however all such parts and materials will comply with all applicable laws, regulations, codes and standards.
- Clean-up Our worksite and make such remediation of the area disturbed by Our work as is consistent with the performance, of a workmanlike job. For example, remediation would include basic repairs to sidewalks and the filling, loaming and re-seeding of grass, but would not include replacement of custom tile or outbuildings.

B. Exceptions: Our obligation to repair and replace Your Lateral Line does not include:

- Repairing pre-existing leaks or improperly installed pipes and appurtenances.
- Repairing leaks arising from digging or drilling by You or persons authorized by You.
- Leaks arising from alterations to the Lateral Line, including new service installations and relocations, by You or persons authorized by You.
- Parts other than the Lateral Line. Lateral Line excludes, and Lifeline and Lifeline service does not cover, items such as pressure-reducing valves, house valves, backflow devices, water softeners, hose bibs, booster pumps, irrigation and/or fire sprinkler systems.
- Leaks caused by flooding, sinkholes, terrorism, main breaks, landslides, civil disobedience, riot or war; however, We do not exclude leaks caused by freezing, earthquakes or other natural disasters.
- Any labor, parts or other costs for repair or replacement performed by an unauthorized party. All work must be performed by Us or Our authorized

***Only Homeowners/Landlords may apply**

***No commercial buildings or apartment/condominiums**

***No need to reapply if you are already a Lifeline customer**

vii. Flushing any sediment caused by Our repair work out of internal systems, such as toilets and water heaters.

viii. Reimbursement for water that leaked from a damaged Lateral Line, or consumed during repairs, diagnostics, flushing, or other industry standard purposes associated with diagnosis and repair of residential plumbing systems.

4. Our Limited Role In Spotting Leaks; No Liability

Our personnel make periodic visits to Your property to read Your water meter. They are trained to spot the signs of potential leaks and will report to You and Us any leaks that they observe. Lifeline, however, does not include preventative maintenance to Your Lateral Line and We do not assume any liability for any failure by our personnel to detect any leak. See Section 7 below.

5. How to Report Leaks to Us.

If you spot a, leak promptly call 800.203.5430 and report it. We or our contractors will promptly respond to requests for service 24 hours a day, 7 days a week. The cost of bringing a crew to Your property is included in Lifeline. Response time may vary based on several factors, including but not limited to weather condition workload and staffing levels. In most cases, We will dispatch a crew within 24 hours. We reserve the right to make temporary repairs and/or a temporary water connection in certain circumstances, including but not limited to, service calls occurring outside of normal business hours, when appropriate tools or materials are unavailable, or work cannot be safely completed with available staff, and make permanent repairs at a later date. If there is an unsafe working condition present, as determined solely by Us, We reserve the right in our sole discretion to delay service until You make the area safe. If You refuse to make the area safe, We will terminate Lifeline and shall have no obligation to make repairs or replacements.

If You have any difficulty or complaints about our response, please call the number listed above.

6. Cost to You.

Enrollment in Lifeline costs \$6.97 per month, billed through Your Suburban Water Systems monthly bill. We reserve the right to terminate your enrollment for nonpayment.

7. Limitations of Liability

LIFELINE IS A MAINTENANCE PLAN, NOT PROTECTION FROM THE CONSEQUENCES OF LEAKS.

EXCEPT AS SET FORTH BELOW WITH RESPECT TO ANY REPAIRS OR REPLACEMENTS ACTUALLY MADE UNDER THIS CONTRACT, WE AND OUR AGENTS CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ANY DAMAGE OF ANY DESCRIPTION ARISING FROM LEAKS IN YOUR LATERAL LINE.

WITH RESPECT TO ANY REPAIRS OR REPLACEMENT ACTUALLY MADE UNDER THIS CONTRACT, WE AND OUR AGENTS, CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ATTORNEYS' FEES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME OR PROFITS, A LOSS OF WATER SERVICE, EXCEPT AS ARE PROXIMATELY CAUSED BY OUR OR OUR AGENTS, CONTRACTOR OR LICENSEES' NEGLIGENCE OR WILLFUL ACT.

IN NO EVENT SHALL WE BE RESPONSIBLE FOR DELAYS OR FAILURES TO REPAIR OR REPLACE YOUR LATERAL LINE DUE TO CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING LABOR STRIKES, NATURAL CATASTROPHES, CIVIL DISTURBANCES, WEATHER, MATERIAL SHORTAGES, AND UNUSUAL WORK LOADS.

WE HEREBY EXPRESSLY DISCLAIM ALL AND ANY IMPLIED WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES NOT EXPRESSLY GRANTED IN THIS CONTRACT.

8. Cancellation and Termination.

Lifeline requires an initial one-year enrollment commitment, although you may cancel within the first sixty (60) days for a full refund if no leak has been reported to us during that period. After the first year you can terminate Lifeline at any time. There is no charge for canceling after the first year, but if you cancel, there will be no proration of the last month's billing. Your enrollment will be automatically renewed on continuing month-to-month basis upon the anniversary date of Your initial enrollment.

Lifeline will continue unless You decide to cancel or We cancel Your enrollment or discontinue Lifeline. To cancel Lifeline, please call us at 800.203.5430 or notify us in writing to Lifeline Maintenance Plan, P.O. Box 6105, Covina, CA 91722. Termination will be effective immediately.

9. Interpretation: This contract shall be governed by the laws of the state of California. This contract represents the entire agreement between You and Us. No representative of Suburban Water Systems has authority to waive or alter any term of this contract or to make any representation, promise, guarantee or warranty other than as expressly written in the contract or in a written amendment to this contract as provided for above.

Terms and conditions are subject to change.

*Please complete and return form below with your bill.

EXISTING Lifeline Customers - Please DO NOT Reapply

Customer Name (please print) _____

Daytime Telephone Number _____ Alternate Telephone Number _____

Mailing Address _____ City _____ State _____ Zip _____

Service Address _____ City _____ State _____ Zip _____

Email Address _____ Account Number _____

By signing below, I understand that \$6.97 a month will be charged to my bill. I acknowledge that I have read all of the terms and conditions attached to this page and agree to abide by them.

X _____