

California Title 24 2019 Acceptance Testing Services

LSC-SPV-DOC-T24

SCOPE

- Services are provided by Lutron Services Co., Inc. ("LSC").
- LSC will perform acceptance testing of indoor lighting controls in accordance with the **2019 BUILDING ENERGY EFFICIENCY STANDARDS FOR RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS (CEC-400-2018-020-CMF)**. Results of the testing will be documented in the following forms: 2019-NRCA-LTI-02-A Shut-off Lighting Control, 2019-NRCA-LTI-03-A Automatic Daylighting Control, 2019-NRCA-LTI-04-A Demand Responsive Lighting Control, and 2019 NRCA-LTI-05-A Institutional Tuning PAF (where applicable).
- LSC will complete and sign the Field Technician declaration. We will NOT sign the Responsible Person declaration.
- Title 24 2019 acceptance tests will be performed by a Lutron factory-trained Field Technician who is certified by a California Energy Commission-approved Acceptance Test Technician Certification Provider.
- Purchase of LSC on-site startup is a prerequisite for purchasing this service.
- On-site startup must be complete before the Title 24 acceptance test will begin.

- LSC is not responsible for compliance of the design, material and/or installation with applicable laws, rules, regulations and codes, including, but not limited to, the California Building Energy Efficiency Standards, or the accuracy of data and information provided to LSC. LSC makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

CUSTOMER RESPONSIBILITIES

- Provide LSC with copies of properly completed and signed Certificate(s) of Installation (2019-NRCA-LTI-02-A, 2019-NRCA-LTI-03-A, 2019-NRCA-LTI-04-A, and 2019 NRCA-LTI-05-A, as applicable, prior to commencement of acceptance testing.
- Provide the responsible acceptance person per applicable form and verify their listing on the CALCTP portal no more than 72 hours prior to the scheduled Lutron acceptance testing. If the responsible person is not already certified through CALCTP portal, the customer must complete the Responsible Party Account Special Request Form to be added to the for CALCTP portal at least two weeks prior to Lutron acceptance testing.

ITEMS NOT INCLUDED IN ACCEPTANCE TESTING

- Completion of the Responsible Person's Declaration Statement; this may be completed by a responsible person as described within the applicable form.
- Delays or re-performance of tests necessitated by non-compliant design, use of non-compliant or incorrect components, improper or incomplete installation, or errors or inaccuracies in documentation provided to LSC will result in additional charges.
- In the event any non-compliance is noted, LSC's Field Technician will not interrupt acceptance testing to perform corrective action; such corrective action will be separately implemented through the change order process. Visits outside normal hours (7 AM to 5 PM Monday through Friday, LSC holidays excluded) may result in additional charges.

<p>Job Name:</p> <p>Job Number:</p>	<p>Model Numbers:</p>
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**ADDITIONAL INFORMATION
Indemnification/Hold Harmless/Limitation
of Liability**

- LSC agrees to indemnify, defend, and hold harmless customer from and against any liability or loss (including reasonable attorneys' fees and other costs of defense resulting from judgments or claims for **a**) personal injury, including death, and/or **b**) damage/ destruction of tangible property arising out of or incident to this Agreement **(a)** and **(b)** collectively "Losses"), but only to the extent that such Losses are proximately caused by the negligence or willful misconduct of LSC.
- This indemnification obligation of LSC shall be construed so as to extend to all reasonable legal, defense and investigation costs provided customer promptly notifies LSC (Attn: General Counsel) that a claim or demand is being made. LSC will have the exclusive rights to defend, control, settle and compromise any claim, provided however, that LSC will consult with customer regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if LSC assumes the defense of a claim and customer desires to retain its own counsel with respect to such claim, customer may do so provided such counsel is retained at customer's sole cost and expense.
- IN NO EVENT SHALL LSC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES RENDERED HEREUNDER EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER'S EXCLUSIVE REMEDY AND THE ENTIRE, COLLECTIVE LIABILITY OF LSC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDER THE AGREEMENT BETWEEN THE PARTIES WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED FEES PAID FOR THE ACCEPTANCE TESTING SERVICES.

- These Terms and Conditions of LSC relating to performance of Title 24 acceptance testing are the complete agreement between customer and LSC regarding the services provided hereunder, and replaces any prior oral or written communications between customer and LSC regarding such services. None of LSC's employees or agents may orally vary these terms and conditions of this agreement. LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges. If any part of this agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the rest of the agreement. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable. Any modification of this agreement must be signed in writing by authorized representatives of customer and LSC.

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LUTRON SPECIFICATION SUBMITTAL

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