

## Line Protection Restoration Program Terms and Conditions

1. This Line Protection Restoration Program (Program) is available only to customers who are currently enrolled in Equitable HomeWorks' Gas Service Line Program and/or Water Service Line Protection Program (the "LP Programs").
2. This Program covers only the labor and materials for site restoration after a service line repair has been performed under one or more of the LP Programs and is limited to:  
**Grass Restoration:** This Program will cover the restoration of the existing grass or mulch bed located over the area disturbed by any excavation made in conjunction with an LP Program and will include tamping, adding topsoil and either, in Equitable HomeWorks' sole discretion, (i) reseeding and covering the reseeded area with straw or (ii) laying sod.  
**Concrete or Asphalt Restoration:** This Program will cover the repair or replacement of existing concrete or patching of asphalt for items such as driveway sections, sidewalk pads, curbs or walkways that were disturbed by any excavation made in conjunction with an LP Program.
3. Equitable HomeWorks' obligation under the Program shall be limited to one thousand dollars (\$1,000) per restoration. If Equitable HomeWorks determines that the cost of a restoration under the Program will exceed one thousand dollars (\$1,000), the customer will be allowed to choose where to allocate his/her entire restoration allowance. (e.g., the entire \$1,000 allowance may be applied to concrete replacement in lieu of grass restoration). Customers choosing to allocate their full allowance to a particular segment of a site restoration project will be required to sign documentation to that effect.
4. All concrete and asphalt work will be performed to the highest of standards for preparation and finishing to prevent cracking, sinking and deterioration under normal conditions. All work will be completed in accordance with all applicable laws, codes, rules and regulations. Equitable HomeWorks is not responsible for cracks in the concrete resulting from freezing, thawing, settling of ground or for damage or deterioration of concrete surfaces which have been subjected to ice thawing materials such as salt. Asphalt patches are not guaranteed. If Equitable HomeWorks performed the original backfill, tamp and reseeding work over the gas or water service line excavation and there is settling that requires more topsoil, tamping and reseeding during the next six (6) months from the original service date, Equitable HomeWorks will take corrective measures such as adding more topsoil/fill, tamping and reseeding. The decision to replace unresponsive grass will be made by Equitable HomeWorks on a case-by-case basis. Grass that dies within the first thirty (30) days of planting will be replaced unless it died as a result of improper care by the Customer, drought, freezing, flooding or other act of God. Services do not cover any inspections and all concrete/asphalt site restoration work is provided to the customer "AS IS" with no warranty of any kind. This Program does not cover site restoration required as a result of acts of nature, acts of Customer or third parties, fire, flooding, subsidence, natural disasters, abuse, vandalism, or other abnormal causes.
5. Customer's enrollment in the Program is on a monthly basis and is subject to acceptance by Equitable HomeWorks under applicable laws and subject to credit approval. Program fees are billed in advance to Customers, plus any sales or other taxes that apply. The coverage period commences on the first day of the next month following the statement closing date after receipt of your payment. If a payment due has not been received in full by the closing date, Equitable HomeWorks will discontinue your participation in the Program at the end of the last prepaid month. Payments made by Customers enrolled in more than one Equitable HomeWorks' program will be credited in the following priority: Gas Service Line Program (first priority), the Gas In-House Line Program, the Water Service Line Program and the Line Protection Restoration Program (last priority).
6. Customer may terminate his/her enrollment in the Program at any time; however, no termination may occur within 12 months of a covered site restoration or repair under the Program. To terminate before the 12 months, Customer must reimburse the cost of the site restoration.

Equitable HomeWorks will not refund any pre-payments made to the Line Protection Restoration Program. Equitable HomeWorks reserves the right to change or terminate Program, or adjust the Program fees, upon 60 days prior written notice.

7. Site restoration services will be performed by Equitable HomeWorks' network of service providers. Equitable HomeWorks will make an effort to accommodate Customer schedules, however, services will be dispatched based upon available times during normal business hours (8:00 a.m. – 5:00 p.m.), Monday through Friday, except holidays. In no event shall Equitable HomeWorks or its contractors be liable for delays or a failure to provide service, materials and/or merchandise. Equitable HomeWorks will contact Customer within five (5) days of the completed line repair to arrange for the site restoration work. Equitable HomeWorks will begin site restoration within ten (10) days of Customer notification if temperatures and weather conditions permit. Site restoration should be completed within ten (10) days from the day work commenced.
8. If upon inspection, further service and/or materials are desired or required, Equitable HomeWorks will prepare and provide in writing to Customer an estimate of costs and, upon Customer's approval, will provide the additional service work and bill Customer for such labor and/or materials. Payment for additional services must be made at, or prior to, the time of service. All checks shall be made payable to EQUITABLE HOMEWORKS.
9. Equitable HomeWorks reserves the right to refuse additional service and to refund any Customer payments, less the cost of any work already performed, if, upon inspection, it is determined by Equitable HomeWorks or its contractors, in Equitable HomeWorks' or its contractors' sole opinion, that (a) the work site is unsafe for workers or (b) the existing Landscape-Asphalt-Concrete materials are in such poor condition that service would be ineffective or unsatisfactory. In the event Equitable HomeWorks makes such a refusal, it will refund all money paid by Customer for additional work, less the cost of any additional work already performed.
10. Equitable HomeWorks and its contractors are not responsible for removing obstacles in order to gain reasonable access to Customer's work site. Equitable HomeWorks reserves the right to refuse service if the work site is not safely and easily accessible for service. Customer should survey its premises before Equitable HomeWorks arrives and remove any obstacles obstructing access to the work site.
11. No employee, agent or representative of Equitable HomeWorks has the authority to bind Equitable HomeWorks to any oral representation or warranty concerning the site restoration services provided unless set forth in writing and signed by an officer of Equitable HomeWorks.
12. EQUITABLE HOMEWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE.
13. EQUITABLE HOMEWORKS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ENVIRONMENTAL OR PROPERTY DAMAGES AND IN NO EVENT SHALL EQUITABLE HOMEWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST EQUITABLE HOMEWORKS SHALL BE A REFUND OF FEES ACTUALLY PAID BY CUSTOMER TO EQUITABLE HOMEWORKS WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH LIABILITY AROSE, AND IN NO EVENT SHALL EQUITABLE HOMEWORKS' LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY EQUITABLE HOMEWORKS FROM CUSTOMER UNDER THE INSTANT CONTRACT WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH THE LIABILITY AROSE. THE LIMITATION ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY.

14. ALL CLAIMS, CAUSES OF ACTION, OR LEGAL PROCEEDINGS BROUGHT BY CUSTOMER AGAINST EQUITABLE HOMEWORKS MUST BE COMMENCED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE SERVICE OUT OF WHICH LIABILITY AROSE. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE CUSTOMER'S VOLUNTARY AND KNOWING WAIVER THEREOF.
15. Any failure by Equitable HomeWorks to enforce any of the provisions of these terms and conditions will not be construed as a waiver of such provisions or Equitable HomeWorks' right to enforce each and every provision on subsequent occasions. In the event any provision(s) of these terms and conditions are found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision(s) to the extent permitted by law and, to the extent such provision(s) is not enforceable, shall enforce the remainder of the terms and conditions as if such provision(s) were not included in this contract.
16. Equitable HomeWorks reserves the right to refuse service or to refuse to honor service warranties, or to refuse to honor certificates or discounts if Customer fails to timely pay all service fees, or if Customer's account is past due for any other reason.
17. This contract shall be deemed to have been entered into and shall be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.
18. These terms and conditions and the matters set forth on the face of this document, constitute the entire agreement between Customer and Equitable HomeWorks. No subsequent modifications, amendments, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Equitable HomeWorks.