

# Commercial Lighting Incentive Agreement

BUSINESS NAME	AVISTA ACCOUNT NUMBER	AVISTA METER NUMBER	BUSINESS PHONE
PROJECT SITE ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
CONTACT NAME	EMAIL		

## Interior Lighting — About the space where the lamp/fixture is being installed

<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Natural Gas <input type="checkbox"/> No heat	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Old (<2008) <input type="checkbox"/> New (>2008)
WHAT IS THE PRIMARY HEAT SOURCE?	IS IT AIR-CONDITIONED?	WHAT IS THE VINTAGE OF THE BULDING?
SPECIFIC LOCATION OF LIGHTING	AVG WEEKLY HRS LIGHTING IS ON	DATE(S) OF INSTALLATION

## Exterior Lighting — About the site where the lamp/fixture is being installed

AVG WEEKLY HRS LIGHTING IS ON (requires at least dusk to dawn 82.5 hrs)	DATE(S) OF INSTALLATION
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### SEND COMPLETED PAPERWORK TO:

**Email:** rachelle.humphrey@avistacorp.com

**Or Mail To:**  
 Avista – MSC-15 Commercial Lighting Incentives  
 P.O. Box 3727  
 Spokane, WA 99220-3727

### FOR QUESTIONS:

**Email:** rachelle.humphrey@avistacorp.com

**Or Call:** 509-495-2099

### REBATE PAYMENT OPTION (default is rebate check):

- Check mailed to customer     Release Payment (complete Release Payment fields below)

### OPTIONAL - RELEASE PAYMENT

I, the undersigned, request that my Avista Energy Efficiency Program incentive payment check ("Check") be made payable and sent to the vendor identified below. By signing this Release, I acknowledge my understanding that I will not receive the Check, directly, but that such Check will be made payable and sent to the vendor.

I understand that releasing the incentive payment to the vendor does not exempt me from the Energy Efficiency Program requirements outlined in my Incentive Agreement with Avista.

PAYEE NAME	MAILING ADDRESS	CITY	STATE	ZIP
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I certify that I meet eligibility requirements of this Program and that all statements made of this Agreement, including invoices/receipts, are correct to the best of my knowledge. I agree to the terms and conditions set forth in this Agreement.

CUSTOMER SIGNATURE	DATE
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# Commercial Lighting Incentive Requirements

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## SITE ELIGIBILITY

Incentives are available for commercial facilities with electric service provided by Avista under rate schedule 11 or above.

## PRODUCT ELIGIBILITY

It is a requirement to use version 5.1 Design Lights Consortium (DLC) or Energy Star® rated lighting products. Go to [www.designlights.org/search](http://www.designlights.org/search) or [www.energystar.gov/productfinder](http://www.energystar.gov/productfinder) for the current qualified product list(s). Provide DLC, Energy Star or manufacturer spec sheet with application to verify product qualification. Products are eligible for incentive up to 120 days after they have been delisted.

**8FT R17d base lamps** do not require Energy Star or DLC rating but must comply with DLC Technical Requirements for 8' T8 Fa8 base lamps.

**Interior Network Lighting Controls:** Luminaires must be individually addressable.

**Luminaire Level Lighting Controls (LLLC)** must be listed as Luminaire Level Lighting Control (LLLC) on the DLC and must have a minimum of 2 control strategies.

**Area Level Lighting Controls** must have a minimum of 3 control strategies.

*Eligible Control Strategies include:*

**Sensor -Based Strategy** (requires at least 1):

- Occupancy Sensing (on/off and/or dimming)
- Daylight Harvesting with continuous dimming

**Tuning:**

- High-end trim (not applicable with daylight harvesting)
- Advanced scheduling/zoning
- Personal tuning with continuous dimming

**TLED:** Type A, B and C qualify for the incentive.

**Exterior Lighting:** Requires at least 82.5 hours of operation a week (dusk to dawn) prior to any controls reductions.

**E26 screw base lamps** do not qualify under this agreement.

**HID Replacement Lighting:** Lamps are eligible only if ballasts and all other existing electrical components are removed.

**Sign Lighting:** Incentive available for internally illuminated signage. For double sided signs count only one side of the square footage unless more than one individual cabinet exists. Lighting placed under awnings does not qualify. The life expectancy of the LED and driver must be greater than 40,000 hours of operation and have a warranty of 5 years or greater.

**Exterior Network Lighting Controls:** Luminaires must be individually addressable. Requires use of LLLC system listed and approved under 'Exterior' DLC Scope category. Must employ Occupancy Sensing and Advanced Scheduling/Zoning.

**Non-Networked Occupancy Sensors** do not require Energy Star or DLC rating.

**Display case LED requirements** Must install an LED lighting system in an existing reach-in or open multi-deck refrigerated case. The installed product must appear on the Design Lights Consortium Qualified Products List (DLC) and be rated for at least 50,000 lifetime hours. Fluorescent magnetic ballasts cannot be used to power the LED. Total number of feet of LEDs eligible for incentives shall not exceed the total number of feet of the fluorescent lamps replaced. Low power is  $\leq 4.5$  Watts per foot. High power is  $\geq 4.5$  and  $\leq 8.5$  Watts per foot.

## INCENTIVE PAYMENT

**Invoice(s) must accompany Agreement and be submitted within 120 days of project completion. Invoice(s) should include quantity, model number and cost of new equipment purchased and if applicable, taxes, permit fees, lift and disposal costs and labor charges.**

Incentive payment will not exceed 100% of provided invoiced costs. In-house labor may be included by submitting details on customer letterhead or email with the following: Description of work performed, hourly labor rate, total number of hours and the total in-house labor amount.

There will be no incentive for lamps or fixtures beyond the existing quantity. The incentive will be applied to the new installed quantity count as noted on the invoice.

## VERIFICATION

Avista reserves the right to verify installations any time before or after payment is issued. One sample of each lamp/fixture replaced must be retained for 30 days after Avista's receipt of this form to enable Avista to verify the previous lighting condition. Projects at or over a \$25,000 incentive require photo post-installation verification. Photos shall include a general shot of each space/area, showing the lights and/or controls, along with closeup shots of each unique light fixture.

*If your lighting replacement does not fit the requirements, please contact your Account Executive to have your lighting project evaluated through Avista's Site Specific Program.*

# Commercial Lighting Incentive Form – Interior

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED	INCENTIVE PER UNIT	INSTALLED QUANTITY	TOTAL INCENTIVE
<b>Replacement Lamps</b>				
T12/T8 Two-Foot Fluorescent	≤ 13 watt T8 Two-Foot LED	\$ 9.00	<input type="text"/> lamps	\$ <input type="text"/>
T12/T8 Three-Foot Fluorescent	≤ 17 watt T8 Three-Foot LED	\$ 11.00	<input type="text"/> lamps	\$ <input type="text"/>
T12/T8 Four-Foot Fluorescent	≤ 23 watt T8 Four-Foot LED	\$ 14.00	<input type="text"/> lamps	\$ <input type="text"/>
T12/T8 Eight-Foot	≤ 45 watt T8 Eight-Foot LED	\$ 27.00	<input type="text"/> lamps	\$ <input type="text"/>
T12/T8 U-Bend Fluorescent	≤ 23 watt T8 U-Bend LED	\$ 15.00	<input type="text"/> lamps	\$ <input type="text"/>
T5 Four-Foot Fluorescent	≤ 18 watt T5 Four-Foot LED	\$ 17.00	<input type="text"/> lamps	\$ <input type="text"/>
T5HO Four-Foot Fluorescent	≤ 29 watt T5HO Four-Foot LED	\$ 35.00	<input type="text"/> lamps	\$ <input type="text"/>
T8/T5 LED	T8/T5 LED (3-4 watt reduction)	\$ 3.00	<input type="text"/> lamps	\$ <input type="text"/>
T8/T5 LED	T8/T5 LED (≥ 5 watt reduction)	\$ 7.00	<input type="text"/> lamps	\$ <input type="text"/>
Four Pin-Base CFL	≤17 watt Four Pin-Base LED	\$ 18.00	<input type="text"/> lamps	\$ <input type="text"/>
≥ 20 watt MR16	≤9 watt MR16 LED	\$ 9.00	<input type="text"/> lamps	\$ <input type="text"/>
<b>Replacement Fixtures</b>				
Four-Foot T12/T8 Fluorescent Fixture	≤ 40 watt 1x4 LED Fixture	\$ 40.00	<input type="text"/> fixtures	\$ <input type="text"/>
Two-Foot T12/T8 Fluorescent Fixture	≤ 40 watt 2x2 LED Fixture	\$ 40.00	<input type="text"/> fixtures	\$ <input type="text"/>
Four-Foot T12/T8 Fluorescent Fixture	≤ 60 watt 2x4 LED Fixture	\$ 75.00	<input type="text"/> fixtures	\$ <input type="text"/>
Eight-Foot T12/T8 Fluorescent Fixture	≤ 90 watt Eight-Foot LED Fixture	\$ 90.00	<input type="text"/> fixtures	\$ <input type="text"/>
≥ 42 watt Compact Fluorescent Fixture	≤ 20 watt LED Fixture	\$ 20.00	<input type="text"/> fixtures	\$ <input type="text"/>
65 watt Incandescent Fixture	≤ 10 watt LED Fixture	\$ 55.00	<input type="text"/> fixtures	\$ <input type="text"/>
75-100 watt Incandescent Fixture	≤ 20 watt LED Retrofit	\$ 65.00	<input type="text"/> fixtures	\$ <input type="text"/>
≥ 150 watt Incandescent Fixture	≤ 30 watt LED Retrofit	\$ 85.00	<input type="text"/> fixtures	\$ <input type="text"/>
4-Lamp T5HO Fluorescent Fixture	≤ 135 watt LED Fixture	\$ 120.00	<input type="text"/> fixtures	\$ <input type="text"/>
6-Lamp T5HO Fluorescent Fixture	≤ 165 watt LED Fixture	\$ 210.00	<input type="text"/> fixtures	\$ <input type="text"/>
175 watt HID Fixture	≤ 75 watt LED Fixture or Lamp	\$ 150.00	<input type="text"/> fixtures	\$ <input type="text"/>
250 watt HID Fixture	≤ 140 watt LED Fixture or Lamp	\$ 300.00	<input type="text"/> fixtures	\$ <input type="text"/>
400 watt HID Fixture	≤ 175 watt LED Fixture or Lamp	\$ 325.00	<input type="text"/> fixtures	\$ <input type="text"/>
1000 watt HID Fixture	≤ 400 watt LED Fixture or Lamp	\$ 600.00	<input type="text"/> fixtures	\$ <input type="text"/>
<b>Controls</b>				
Fixture with no Control	Wall Switch occupancy sensor	\$ 17.00	<input type="text"/> sensors	\$ <input type="text"/>
Fixture with manual or no Control	Ceiling or Fixture Mount occupancy sensor	\$ 75.00	<input type="text"/> sensors	\$ <input type="text"/>
Fixture with manual or no Control	Networked Lighting Controls*	\$ 150.00	<input type="text"/> fixtures	\$ <input type="text"/>
<b>Provide Details about the NLC*</b>				
<b>Luminaire Level Lighting Controls</b> Must have a minimum of <u>2</u> control strategies		<b>Sensor-Based Strategy (requires at least 1):</b> <input type="checkbox"/> Occupancy Sensing (on/off and/or dimming) <input type="checkbox"/> Daylight Harvesting with continuous dimming		
<b>Area Level Lighting Controls</b> Must have a minimum of <u>3</u> control strategies		<b>Tuning:</b> <input type="checkbox"/> High-end trim (not applicable with daylight harvesting) <input type="checkbox"/> Advanced scheduling/zoning <input type="checkbox"/> Personal tuning with continuous dimming		

# Commercial Lighting Incentive Form – Exterior

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED	INCENTIVE PER UNIT	INSTALLED QUANTITY	TOTAL INCENTIVE
<b>Replacement Lighting (MH, HPS, MV)</b>				
70-89 watt HID	≤ 25 watt LED Fixture or Lamp	\$ 85.00	<input type="text"/> fixtures	\$ <input type="text"/>
90-100 watt HID	≤ 30 watt LED Fixture or Lamp	\$ 120.00	<input type="text"/> fixtures	\$ <input type="text"/>
150 watt HID	≤ 50 watt LED Fixture or Lamp	\$ 180.00	<input type="text"/> fixtures	\$ <input type="text"/>
175 watt HID	≤ 100 watt LED Fixture or Lamp	\$ 180.00	<input type="text"/> fixtures	\$ <input type="text"/>
200 watt HID	≤ 140 watt LED Fixture or Lamp	\$ 120.00	<input type="text"/> fixtures	\$ <input type="text"/>
250 watt HID	≤ 140 watt LED Fixture or Lamp	\$ 230.00	<input type="text"/> fixtures	\$ <input type="text"/>
320 watt HID	≤ 160 watt LED Fixture or Lamp	\$ 280.00	<input type="text"/> fixtures	\$ <input type="text"/>
400 watt HID	≤ 175 watt LED Fixture or Lamp	\$ 375.00	<input type="text"/> fixtures	\$ <input type="text"/>
575 watt HID	≤ 300 watt LED Fixture or Lamp	\$ 400.00	<input type="text"/> fixtures	\$ <input type="text"/>
750 watt HID	≤ 300 watt LED Fixture or Lamp	\$ 750.00	<input type="text"/> fixtures	\$ <input type="text"/>
1000 watt HID	≤ 400 watt LED Fixture or Lamp	\$ 930.00	<input type="text"/> fixtures	\$ <input type="text"/>
1500 watt HID	≤ 600 watt LED Fixture or Lamp	\$ 1,300.00	<input type="text"/> fixtures	\$ <input type="text"/>
T12/T8 Fluorescent	T8 TLED (≥18 watt reduction)	\$ 20.00	<input type="text"/> lamps	\$ <input type="text"/>

<b>New Construction Lighting (MH, HPS, MV)</b>				
175 watt HID Code Fixture	≤ 100 watt LED Fixture	\$ 170.00	<input type="text"/> fixtures	\$ <input type="text"/>
250 watt HID Code Fixture	≤ 140 watt LED Fixture	\$ 225.00	<input type="text"/> fixtures	\$ <input type="text"/>
320 & 400 watt HID Code Fixture	≤ 160 watt LED Fixture	\$ 250.00	<input type="text"/> fixtures	\$ <input type="text"/>

<b>Controls (Must employ Occupancy Sensing and Advanced Scheduling/Zoning)</b>				
Fixture with manual or no Control	Fixture with Networked Lighting Controls	\$ 85.00	<input type="text"/> fixtures	\$ <input type="text"/>

DESCRIPTION OF LED LIGHTING INSTALLED (QTY OF LAMPS AND MODEL)	INCENTIVE PER FT <sup>2</sup>	NUMBER OF FT <sup>2</sup>	TOTAL INCENTIVE
<b>T12HO to LED Sign Lighting Retrofit</b>			
Sign 1	\$ 13.00	<input type="text"/> square feet	\$ <input type="text"/>
Sign 2	\$ 13.00	<input type="text"/> square feet	\$ <input type="text"/>
Sign 3	\$ 13.00	<input type="text"/> square feet	\$ <input type="text"/>

# Commercial Lighting Incentive Form – Grocer

EQUIPMENT BEING REPLACED	NEW EQUIPMENT INSTALLED	INCENTIVE PER UNIT	INSTALLED QUANTITY	INCENTIVE \$ TOTAL
<b>Display Case LEDs</b>				
MT Case: T8	Low Power LED Inside Lamp	\$10.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: T12	Low Power LED Inside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
LT Case: T8	Low Power LED Inside Lamp	\$10.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
LT Case: T12	Low Power LED Inside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: T8	Low Power LED Outside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: T12	Low Power LED Outside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: 2 T8	1 High Power LED Inside Lamp	\$20.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: 2 T12	1 High Power LED Inside Lamp	\$20.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
LT Case: 2 T8	1 High Power LED Inside Lamp	\$20.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
LT Case: 2 T12	1 High Power LED Inside Lamp	\$20.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: 2 T8	1 High Power LED Outside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>
MT Case: 2 T12	1 High Power LED Outside Lamp	\$15.00	<input type="text"/> In ft / LED	\$ <input type="text"/>

# Additional Terms and Conditions for Energy Efficiency Services

This Incentive Agreement (“Agreement”) is entered into between Avista Corporation (“Avista”) and the “Customer” specified on the front of this Agreement (sometimes referred to, individually, as a “Party” and collectively, as the “Parties”) for the acquisition of electric and natural gas resource savings through improvements in the efficiency of equipment owned and operated by Customer as specified on the front of this Agreement. Therefore, the Parties agree as follows:

**1. Term of Agreement.** This Agreement will become effective when executed by both Parties and remain in effect: (i) until Customer’s Energy Efficiency Payment (“Payment”) has been disbursed if Customer’s Payment is less than \$50,000, OR (ii) for five (5) years from the date of implementation of the “Measures” or (“Equipment”) if Customer’s Payment is greater than \$50,000. In the event Customer fails to complete installation of the Equipment by the date specified on the front of this Agreement, this Agreement will terminate and Avista’s obligations waived.

**2. Equipment Selection, Installation, Operation and Maintenance.** The selection, purchase, and installation of the Equipment will be, solely, Customer’s responsibility. Avista’s evaluation of the Equipment is only for the purpose of determining Customer’s eligibility under Avista’s Energy Efficiency Program (“Program”). AVISTA MAKES NO, AND DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED TO INSTALL THE EQUIPMENT AT CUSTOMER’S SITE ADDRESS, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Customer, at its sole expense, will be responsible for any required maintenance, repair and/or replacement of the Equipment. In the event any of the Equipment becomes defective or fails to operate properly, Customer must repair the Equipment in such a manner as to maintain or exceed the Equipment’s original energy efficiency rating or replace such Equipment with Equipment that has equal or higher efficiency ratings.

**3. Payment.** After completing the installation of the Equipment, Customer must provide documentation, acceptable to Avista, verifying the purchase and installation costs. The Payment will be: (i) determined solely by Avista in accordance with Schedules 90 and/or 190 (the “Tariff”); (ii) considered final; and (iii) disbursed as a one-time

payment unless another method of disbursement (including multiple cash payments over a period of time or offsets to Customer’s energy bills) is agreed to by the Parties. Customer is responsible for payment of any federal, state, or local income and/or corporate taxes associated with Customer’s receipt of the Payment.

**4. Qualifying Project.** This Agreement applies to only the Facility and Equipment specified on the front of this Agreement. In the event Customer requests additional projects, a new application must be filled out and submitted.

**5. Inspection of Facilities.** Avista may inspect the Equipment, at its option during reasonable hours, for the purpose of verifying installation of the Equipment and Customer’s compliance with its performance obligations under this Agreement. This provision does not impose upon Avista an obligation to inspect the Equipment and is not intended to substitute for or relieve Customer of any responsibilities related to the purchase, design, installation, operation and/or maintenance of such Equipment.

**6. Continued Availability.** The Payment is contingent upon continued funding availability through Avista’s Tariff for the Measures applicable under this Agreement.

**7. Sub-metering.** Customer shall: (i) permit Avista to install and maintain sub-metering equipment (at Avista’s sole expense), and (ii) provide Avista with reasonable access to such sub-metering equipment for meter reading or maintenance purposes.

**8. Compliance with Laws.** Customer guarantees that it, its agents and employees, and any subcontractor(s) it may retain to install or maintain the Equipment, will be familiar with, and at all times will comply with all applicable federal, state, and local laws, codes, ordinances, and/or rules and regulations pertaining to the installation, maintenance, operation and/or use of the Equipment.

**9. Release of Information.** Customer authorizes Avista to provide information related to the electric and/or natural gas service at the Facility including, but not limited to, Customer’s contact name and phone number, service address, pertinent usage history, and incentive information (collectively, “Customer Information”) to authorized entities who need such Customer Information to verify, without limitation, energy savings related to Measures installed at Customer’s Facility and Avista’s compliance with federal and state Energy Efficiency Standards.

**10. Disclaimer and Indemnity.** Customer certifies that it is voluntarily participating in the Program. Customer understands that Avista is providing funding and analysis, only, and assumes no liability for: (i) Customer's decision to enter into this Agreement; (ii) the Equipment selected by Customer; (iii) any third party selected by Customer to install such Equipment; or (iv) any disputes arising out of repair or replacement of the Equipment. Customer shall indemnify and defend Avista and its agents and employees, from all claims, losses, harm, liabilities, damages, and expenses (including attorneys' fees), or allegations of same, arising as a result of this Agreement except to the extent that any such claims, losses, harm, liabilities, damages and/or expenses (including attorneys' fees), or allegations of same, arise as a result of Avista's sole negligence.

**11. Incentive Payment Reimbursement.** If Customer's Payment is greater than \$50,000 and, during the 5-year term of this Agreement, Customer: (i) chooses to take electric or natural gas service from , any other supplier, or from Avista under tariffs that do not fund energy efficiency programs, (ii) fails to properly maintain or replace the Measures in accordance with this Agreement, or (iii) closes its business, (each, a "Termination Event"), this Agreement will terminate and Customer shall reimburse Avista for the pro-rated portion of the Payment that will not be recouped by Avista due to the fact that such Termination Event will result in the loss of (i) the energy savings anticipated under this Agreement, and (ii) the Program contributions contained in Avista's tariffs. In the event Customer's obligations are assigned in accordance with this Agreement, the assignee will be responsible for assuming Customer's obligations applicable under this Agreement.

**12. Disposal of Existing Equipment.** All equipment and materials removed and/or replaced at the Facility must be permanently disabled, sold for scrap, recycled, and/or removed from the Facility and destroyed, at Customer's expense. Customer is responsible for recycling or disposing of all equipment and materials removed in accordance with applicable law. Energy Efficiency lighting retrofits require removal of lamps and ballasts with those lamps and ballasts designated as

hazardous waste and disposed of in accordance with the Resource Conservation and Recovery Act (RCRA). NOTE: Fluorescent, neon, mercury vapor, high-pressure sodium, and metal halide lamps; and ballasts containing Polycyclic Chlorinated Biphenyl (PCB) are considered hazardous waste. Fluorescent linear tubes can be recycled at many recycling centers.

**13. Assignment.** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective Parties. Neither Party may assign or transfer this Agreement without the prior written approval of the other Party (which approval will not be unreasonably withheld) except for a transfer to a parent, subsidiary, or affiliate of such Party.

**14. Governing Law and Venue.** This Agreement will be construed and interpreted in accordance with the laws of either the State of Washington or Idaho, depending upon the Facility Site Address, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action to enforce the terms of this Agreement will be brought in a court of competent jurisdiction where Customer's Facility is located.

**15. Attorney's Fees.** If any action is brought to enforce this Agreement, the prevailing Party in such action will be entitled to an award of reasonable attorney's fees and costs incurred in such action, in addition to any other relief available to it at law or in equity.

**16. Amendment and Waiver.** This Agreement may not be modified or varied except by written agreement between the Parties. If, at any time, the terms of this Agreement are not strictly adhered to or enforced, such requirements will not be deemed waived or modified but will, at all subsequent times, be deemed in full force and effect.

**17. Entirety of Agreement.** This Agreement: (i) is the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements and understandings related to same, whether or not written; and (ii) is not intended to confer upon any entity other than Avista and Customer any rights or remedies under the Agreement.

*We collect your personal information for Avista Rebate Programs. For information on what Avista collects and how we protect customer information, please refer to Avista's privacy notice at [www.myavista.com/about-us/policies-and-guidelines](http://www.myavista.com/about-us/policies-and-guidelines).*

**Questions? Call Rachelle Humphrey at 509-495-2099 or email [rachelle.humphrey@avistacorp.com](mailto:rachelle.humphrey@avistacorp.com)**

*myavista.com*

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