

# Commercial Grocer Agreement

## Commercial Grocer Retrofit Program

BUSINESS NAME	AVISTA ACCOUNT NUMBER	AVISTA METER NUMBER	BUSINESS PHONE	
PROJECT SITE ADDRESS	CITY	STATE	ZIP	
MAILING ADDRESS <i>(if different from site address)</i>	CITY	STATE	ZIP	
CONTACT NAME	EMAIL			

### Applying for the rebate, please submit:

- Fill out this form entirely for each rebate you are applying for
- Invoices that are itemized to identify equipment you are applying for
- Cost of new equipment purchased, labor and disposal fees if applicable



#### Mail To:

Avista – MSC-15 Commercial Grocer Program  
P.O. Box 3727  
Spokane, WA 99220-3727



**Or Email:** greta.zink@avistacorp.com



You have 90 Days from completion of project to submit this form.

**For more information contact your Avista Account Executive or Greta Zink at 509-495-4793**

### 1. ELIGIBILITY

Incentives are available for commercial facilities with electric service provided by Avista on a non residential rate schedule.

### 2. PAYMENT

New Equipment must be purchased and installed before payment will be issued and in no event will Incentive payments exceed invoiced costs. Allow 4-6 weeks for processing and payment.

### 3. VERIFICATION

Avista reserves the right to verify installations anytime 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.

**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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### 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.

VENDOR NAME	MAILING ADDRESS	CITY	STATE	ZIP
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# Commercial Grocer Form

- This incentive program applies to retrofits of various refrigerated equipment measures. Please see sections for specific eligibility.
- Please fill out the information below. If your project doesn't fit the requirements of this agreement, you must have your project evaluated through Avista's Site Specific (custom) Program prior to installation.

DATE OF INSTALLATION: \_\_\_\_\_ SPECIFIC LOCATION OF EQUIPMENT: \_\_\_\_\_

HOURS PER DAY OPERATION: \_\_\_\_\_ DAYS PER YEAR OPERATION: \_\_\_\_\_

## Display Case LED

**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.

MEASURES	INCENTIVE \$/UNIT	UNITS	QTY	INCENTIVE \$ TOTAL
<b>Display Case LEDs</b>				
MT Case: T8 to Low Power LED Inside Lamp	\$10.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: T12 to Low Power LED Inside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
LT Case: T8 to Low Power LED Inside Lamp	\$10.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
LT Case: T12 to Low Power LED Inside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: T8 to Low Power LED Outside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: T12 to Low Power LED Outside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: 2 T8 to 1 High Power LED Inside Lamp	\$20.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: 2 T12 to 1 High Power LED Inside Lamp	\$20.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
LT Case: 2 T8 to 1 High Power LED Inside Lamp	\$20.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
LT Case: 2 T12 to 1 High Power LED Inside Lamp	\$20.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: 2 T8 to 1 High Power LED Outside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
MT Case: 2 T12 to 1 High Power LED Outside Lamp	\$15.00	In ft / LED	<input type="text"/>	\$ <input type="text"/>
<b>Doors</b>				
Add door to medium temperature vertical remote condensing refrigerated case	\$225.00	Per ft of case	<input type="text"/>	\$ <input type="text"/>
Add door to low temperature horizontal remote condensing refrigerated case	\$200.00	Per ft of case	<input type="text"/>	\$ <input type="text"/>
Add door to medium temperature horizontal remote condensing refrigerated case	\$175.00	Per ft of case	<input type="text"/>	\$ <input type="text"/>

## Motors

**Motors requirements:** The measures below are applicable for replacing existing shaded pole evaporator fan motors in refrigerated cases and/or refrigeration system evaporators in walk-in coolers or freezers retrofitting to electronically commutated motors. Not available if evaporator fan control is already installed or for motors with fans less than 10 inches in diameter.

MEASURES	INCENTIVE \$/UNIT	UNITS	QTY	INCENTIVE \$ TOTAL
<b>Motors</b>				
20W_ECM replacing 20W_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
20W_ECM replacing 1/20HP_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
20W_ECM replacing 1/15HP_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
20W_ECM replacing 1/20HP_Permanent Split Capacitor	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
20W_ECM replacing 1/15HP_Permanent Split Capacitor	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
1/20HP_ECM replacing 1/20HP_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
1/20HP_ECM replacing 1/15HP_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
1/20HP_ECM replacing 1/15HP_Permanent Split Capacitor	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
1/15HP_ECM replacing 1/20HP_Shaded Pole	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Shaded Pole_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Shaded Pole_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Shaded Pole_16 to 20 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Shaded Pole_20+ W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Permanent Split Capacitor_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Permanent Split Capacitor_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Permanent Split Capacitor_16 to 20 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_ECM replacing Permanent Split Capacitor_20+ W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_PMSM replacing Shaded Pole_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_PMSM replacing Shaded Pole_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_PMSM replacing Permanent Split Capacitor_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Medium Temp_PMSM replacing Permanent Split Capacitor_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Shaded Pole_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Shaded Pole_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>

MEASURES	INCENTIVE \$/UNIT	UNITS	QTY	INCENTIVE \$ TOTAL
<b>Motors</b>				
Low Temp_ECM replacing Shaded Pole_16 to 20 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Shaded Pole_20+ W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Permanent Split Capacitor_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Permanent Split Capacitor_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Permanent Split Capacitor_16 to 20 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_ECM replacing Permanent Split Capacitor_20+ W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_PMSM replacing Shaded Pole_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_PMSM replacing Shaded Pole_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_PMSM replacing Permanent Split Capacitor_9 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Low Temp_PMSM replacing Permanent Split Capacitor_10 to 15 W output power	\$50.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 20W Shaded Pole to 20W ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 20W Shaded Pole to 1/20 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/20 HP Shaded Pole to 20W ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/20 HP Shaded Pole to 1/20 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/20 HP Shaded Pole to 1/15 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/15 HP Shaded Pole to 20W ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/15 HP Shaded Pole to 1/20 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Cooler Evaporator Fan Motor - 1/15 HP Shaded Pole to 1/15 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 20W Shaded Pole to 20W ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 20W Shaded Pole to 1/20 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/20 HP Shaded Pole to 20W ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/20 HP Shaded Pole to 1/20 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/20 HP Shaded Pole to 1/15 HP ECM	\$100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/15 HP Shaded Pole to 20W ECM	\$ 100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/15 HP Shaded Pole to 1/20 HP ECM	\$ 100.00	Motor	<input type="text"/>	\$ <input type="text"/>
Walk-In Freezer Evaporator Fan Motor - 1/15 HP Shaded Pole to 1/15 HP ECM	\$ 100.00	Motor	<input type="text"/>	\$ <input type="text"/>

## Strip Curtains and Gaskets

**Strip curtain and gasket requirements:** New strip curtains are eligible for supermarket walk-in freezers and coolers, C-store freezers and restaurant walk-in freezers. Curtains must not be a retrofit application. Gaskets are applicable for main insulated solid doors of walk-in cooler or freezers that open to ambient temperatures and/or standard size reach-in glass or solid doors of a low or medium temperature display case. These measures are eligible for one time incentives only. Under counter half coolers, freezers or beverage merchandisers do not qualify for these incentives.

AVISTA ENERGYSMART DEEMED INCENTIVES	INCENTIVE \$/UNIT	UNITS	QTY	INCENTIVE \$ TOTAL
<b>Strip Curtains, Gaskets</b>				
Strip Curtains for Supermarket Walk-in Cooler	\$10.00	Sq ft	<input type="text"/>	\$ <input type="text"/>
Strip Curtains for Supermarket Walk-in Freezer	\$10.00	Sq ft	<input type="text"/>	\$ <input type="text"/>
Strip Curtains for Convenience Store Walk-in Freezer	\$10.00	Sq ft	<input type="text"/>	\$ <input type="text"/>
Strip Curtains for Restaurant Walk-in Freezer	\$10.00	Sq ft	<input type="text"/>	\$ <input type="text"/>
Gaskets for Walk-in Cooler – Main Door	\$25.00	Door	<input type="text"/>	\$ <input type="text"/>
Gaskets for Walk-in Freezer – Main Door	\$65.00	Door	<input type="text"/>	\$ <input type="text"/>
Gaskets for Reach-in Glass Doors, Medium Temp	\$ 25.00	Door	<input type="text"/>	\$ <input type="text"/>
Gaskets for Reach-in Glass Doors, Low Temp	\$ 40.00	Door	<input type="text"/>	\$ <input type="text"/>

## Controls

**Control requirements:** To be eligible for Anti-Sweat Heat incentives you must install a device that controls the ASH load of reach-in glass doors in either a MT or LT cases. This measure only applies to technologies that reduce energy consumption of anti-sweat heaters based on sensing humidity. It does not apply to doors equipped with low/no anti-sweat heat. Incentive amount is based on the horizontal linear footage of the display case. Walk-in evaporator fan control measures must install controls that reduce energy consumption of evaporator fan motors in walk-ins by reducing fan speed when there is no refrigerant being delivered to the evaporator. Not applicable if evaporator fan control is already installed. Floating head pressure measures must convert the head pressure controls of an existing single compressor system from fixed to floating control. Applicable to either condensing unit or remote condensing refrigeration systems.

MEASURES	INCENTIVE \$/UNIT	UNITS	QTY	INCENTIVE \$ TOTAL
<b>Controls</b>				
Anti-Sweat Heat – without Energy Management System – Med Temp	\$40.00	In ft of case	<input type="text"/>	\$ <input type="text"/>
Anti-Sweat Heat – without Energy Management System – Low Temp	\$40.00	In ft of case	<input type="text"/>	\$ <input type="text"/>
Floating Head Pressure on Singles, LT Condensing Unit	\$100.00	HP	<input type="text"/>	\$ <input type="text"/>
Floating Head Pressure on Singles, MT Condensing Unit	\$100.00	HP	<input type="text"/>	\$ <input type="text"/>
Floating Head Pressure on Singles, LT Remote Condenser	\$100.00	HP	<input type="text"/>	\$ <input type="text"/>
Floating Head Pressure on Singles, MT Remote Condenser	\$100.00	HP	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Medium Temp - >44 Watt - 2 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Medium Temp - 24 - 43 Watt - 2 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Low Temp - >44 Watt - 3 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Low Temp - 24 - 43 Watt - 3 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Medium Temp - ≤ 23 Watt - 5 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Low Temp - ≤ 23 Watt - 7 or more motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Medium Temp - >44 Watt - 1 or 2 motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <input type="text"/>
Evaporator Fan ECM Motor Controller - Walk-In - Low Temp - >44 Watt - 1 or 2 motors/controller	\$ 50.00	Motor controlled	<input type="text"/>	\$ <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 509-495-4793 or email [greta.zink@avistacorp.com](mailto:greta.zink@avistacorp.com)**

[myavista.com](http://myavista.com)

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