

Home Energy Audit Program Terms and Conditions

These **Home Energy Audit Program Terms and Conditions** (the “Terms and Conditions”) apply to your application for, and participation in, the **Home Energy Audit Program** (the “Program”), sponsored by Avista. For the purpose of these Terms and Conditions, the term “Avista” refers to Avista Corporation dba Avista Utilities, and the term “you/your” refers to you as an applicant for, and participant in (if applicable), the Program, which involves residential home energy audits and, in some cases, installation of certain energy efficiency measures in such homes (collectively, the “Services”) within Avista’s Idaho and Washington service territories.

Please read these Terms and Conditions carefully before applying for the Program.

Changes/Cancellation

You understand that the Program (including, without limitation, direct install measures):

- Is subject to **change** without prior notice, at any time and, accordingly, that these Terms and Conditions are subject to change without prior notice, to reflect the Program changes.
- Is subject to **cancellation** without prior notice.

Scope of Program

The Program includes:

- A clip-board style energy audit with infrared camera, visual inspection of the crawl space and attic, health, and safety inspection, and gathering data on the home and how it uses energy using a third-party software tool by SnuggPro¹;
- Installation of low-cost energy efficiency measures, if applicable. Examples may include a limited number of energy efficient light bulbs, hot water pipe insulation, high-efficiency showerhead, etc.; and
- A personalized Home Performance Report listing the results of the audit, actions already taken, and recommendations for improving the energy efficiency and comfort of the home.

The services performed and products provided under the Program may vary depending on the size, condition, and other attributes of a qualifying residence.

Eligibility

The Program is available *only to Avista residential customers* living in single and multi-family residences of up to four (4) units, with an active Avista residential account. Renters may participate with prior written permission from the property owner. **You must be present the entire time** the Services are being performed.

Fee for Participation in Program

Participation in the Program is free to you for the Services described above. However, if you request Avista’s third-party auditor (“Auditor”) to perform a blower door test to further identify air-leaks, you will be required to pay an additional fee to the Auditor via check or cash, in advance of performance of the Services. The Auditor will disclose the required fee for the blower door test to you at the time of your request.

¹ SnuggPro is a 3rd party software application used to assess home performance and to generate the audit report.

Application

Your Program application must include all requested information; incomplete or missing information may result in the delay or denial of your application; and false information may result in denial of your application. By completing and submitting the application, you represent and warrant to Avista that all information you provide is true and correct in all respects.

Applications are accepted on a first-come, first-served basis. Completion of an application is no guarantee of your acceptance to participate in the Program.

Approval and Verification

Avista reserves the right to verify performance of the energy audit and, if applicable, installation of the measures, and to have reasonable access to your residence, upon prior notice to you, to inspect the measures installed under the Program.

Performance of Energy Audit; No Endorsement

You understand that the third-party Auditor is an independent contractor, and it is your responsibility to ensure that your residence is compliant with all federal, state, and local building, fire, and safety codes and regulations; and the Auditor may choose to not install certain measures, that the Auditor deems, in its sole discretion, to be in conflict with such codes and regulations, or upon the discovery of unforeseen conditions which prevent such installation.

Information Release

You agree that Avista may share your name, contacted information including email address and phone numbers (as applicable), service address, and energy usage information to our Auditor and SnuggPro. You agree that Avista may include your name, services performed under the Program, resulting energy savings, and related information in reports or other documentation submitted to the Idaho Public Utilities Commission, the Washington Utilities and Transportation Commission, or other governmental agencies and authorities requiring such information. In all other cases, Avista will treat information gathered in evaluations as confidential and report such information only in the aggregate, including in reports and submissions made to non-governmental entities in connection with Avista's energy efficiency initiatives. You understand and agree that Avista and/or its representatives may include a description of this Program and other Program details in its case studies, brochures, press releases, advertisements, and marketing materials presented to the public.

Disclaimer of Warranties; Limitation of Liability

AVISTA HEREBY DISCLAIMS ANY AND 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 FOR THE INSTALLATION OF THE EQUIPMENT ON THE PREMISES, OR THE COST OF SUCH EQUIPMENT, MATERIALS, AND LABOR.

Because of the variability and uniqueness of individual energy use, it is not possible to predict exact energy savings (if any) that may accrue to you from the Program. Avista, by sponsoring the Program, *does not warrant that the equipment will achieve any reduction in energy costs to you.*

Avista neither expressly nor implicitly warrants nor assumes any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of the Program or any Services performed, or equipment installed in connection with the Program. Avista shall not be liable to you for indirect, consequential, special, or incidental damages arising out of the Program, whether in contract, tort (including negligence), or any other theory of recovery. Avista shall not be responsible for the advice of the Auditor or the work of the Auditor or other persons or entities performing services under the Program who are not employees of Avista. Avista's maximum liability to you for any legal or equitable claim shall not exceed the fee paid by you, if any, to the Auditor in connection with the Program.

Indemnification

As part of the consideration for receipt of the benefits of the Program, you agree to defend, indemnify, and hold harmless Avista and its employees, agents, directors, officers, and shareholders for, from, and against all the liabilities, claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions, any false or misleading information in the application you completed in connection with the Program, and any personal injury or property damage arising or resulting from your negligence or willful misconduct in connection with the Program.

Ownership of Property

You represent and warrant to Avista that you are the owner of the residence, or have supplied written property owner permission for the residence, for which you have applied to receive Services under the Program, and that you have all right, power, and authority to have performed on the premises the Services provided by the Program.

Right to Refuse Service

The Auditor has the right to refuse to perform Services or end the audit/installation in their sole discretion in the event the Auditor determines that conduct or continuing the audit may be unsafe, unlawful, inappropriate, or not in compliance with these Terms and Conditions. Inappropriate behavior that may justify termination of the audit/installation includes, but is not limited to, unreasonable demands for service, threatening or offensive language, threatening or erratic behavior, and inappropriate contact.

Applicable Law and Disputes

These Terms and Conditions and the Program shall be governed by and construed in accordance with the laws of the State of Washington (without reference to its choice of law provisions), as they apply to agreements made and performed in the States of Washington and Idaho, as applicable. All disputes concerning these Terms and Conditions and the Program shall be heard in either the Judicial District Courts of the State of Washington or the United States District Court for the District of Washington, and each of the parties hereby waives any objection that it may have to the laying of venue in such courts.

If You Do Not Agree

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU IN FULL, YOU MUST NOT COMPLETE THE APPLICATION OR PARTICIPATE IN THE PROGRAM.