

Additional Conditions

- Primary fuel used for space heating must be Avista - provided electric or natural gas service to qualify.
- Request for rebates must be submitted within 90 days of completion of energy efficiency measure.
- The rebates are available for primary residential single family up to a fourplex, including manufactured and modular homes.
- Rebates are not available for seasonal or recreational homes or condos.
- Only **new** equipment qualifies.
- All improvements must be contractor installed (smart thermostat exception) to be eligible for rebate consideration.
- Homeowners are responsible for complying with all applicable codes and regulations.
- Efficiencies for space and water heating equipment are verified according to the contractor invoice or Air-Conditioning, Heating, and Refrigeration Institute certification (AHRI). www.ahridirectory.org
- Avista reserves the right to verify installation of the energy efficiency measure(s) prior to payment and will coordinate inspection as applicable.
- Avista and/or its agents may, upon reasonable notice, request access to customer's premises after payment, for evaluation and measurement purposes.
- Rebates will not exceed 100% of the actual measure cost.
- Rebates are paid directly to homeowners unless homeowners authorize payment release to contractors.
- Allow 8 weeks for processing and payment of rebate checks.

Energy Efficiency Rebate Agreement

DISCLAIMERS. Avista: (i) makes no warranties and disclaims all implied or express warranties (including, but not limited to implied warranties of merchantability or fitness for a particular purpose), and (ii) shall not be responsible for any representation or promise with respect to the equipment, materials, and/or labor required to install the equipment on the premises, or the cost of such equipment, materials and/or labor, or any energy saving that may occur from the installation of such equipment.

AVISTA'S RESPONSIBILITY. Avista's sole responsibility under this Agreement is to provide funding in accordance with the Program, at the request of the Participant. 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 any particular Participant, and Avista, by providing funding, does not warrant that the equipment will achieve any reduction in energy costs to the Participant.

RELEASE. Participant shall release, indemnify and defend (if requested to do so) Avista from all claims, losses, harm, liabilities, damages, and expenses (including attorneys' fees) of any nature whatsoever arising directly or indirectly out of or in connection with the installation of the measures applicable under this Agreement at the Premises or any material and labor required for such installation.

ENTIRE AGREEMENT/APPLICABILITY/ASSIGNMENT. This Agreement contains the entire agreement between Avista and the Participant (singularly, a "Party"; collectively, the "Parties") and may not be modified except by a written instrument signed by both Parties. Furthermore, this Agreement will be binding upon the successors and assigns of both Parties. Participants may not assign this Agreement without the prior written consent of Avista, which consent will not be unreasonably withheld. Avista may assign this Agreement at its sole option.

ATTORNEYS' FEES. If any action is brought to enforce this Agreement, in addition to any other relief, the prevailing Party in such action will be entitled to an award of reasonable attorneys' fees and costs incurred in such action.

VERIFICATIONS. Avista has the right to verify equipment installed on the Premises, at its option, upon reasonable notice to the Participant. This Program is ongoing as part of Avista's continued commitment to energy efficiency and is subject to change without notice.

Release Payment As a customer benefit, upon Participant's request, Avista will send payment directly to vendor.

I, the Participant, request that my Avista Utilities Energy Efficiency Program incentive payment check ("Check") be made payable and sent to the vendor identified on page 1. 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 such vendor.

I also request that any qualifying allowance that may be available and applicable under Avista's Washington Line Extension Allowance Program (the "Program") be made payable and sent to the vendor identified below. By signing this Release, I acknowledge that (i) Avista will make the final determination on any allowance I may be eligible to receive under the Program; (ii) the Program is subject to change without notice; and (iii) I have signed a Line Extension Allowance Agreement, which governs any and all allowances that may be available under the Program.

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. Further, I understand that this Release will not be applicable until or unless Avista approves same, evidenced by Avista authorized signature on page one.

Questions? Call 1-800-227-9187 or email rebates@myavista.com

myavista.com

© 2019 AVISTA CORPORATION. ALL RIGHTS RESERVED.

