

Commercial Lighting Incentive Agreement

BUSINESS NAME	AVISTA ACCOUNT NUMBER	AVISTA METER NUMBER	BUSINESS PHONE
PROJECT SITE ADDRESS	CITY	STATE	ZIP
MAKE CHECK PAYABLE TO	MAILING ADDRESS		
CONTACT NAME	EMAIL		

Completing the Rebate

It is a requirement to use Design Lights Consortium (DLC) or Energy Star® rated lighting products to qualify. Go to www.designlights.org/search or www.energystar.gov/productfinder for the current qualified product list.

Invoice(s) must accompany this Agreement and should include quantity, model number and cost of new equipment purchased and if applicable, taxes, permit fees, disposal costs and labor charges.

SEND COMPLETED PAPERWORK TO:

Email: rachelle.humphrey@avistacorp.com

Or Fax: 509-777-5629

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

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

1. INCENTIVE OFFER

Incentives are available for commercial facilities with electric service provided by Avista under rate schedule 11 (or above). You have 90 days from completion of project to submit this form.

2. PAYMENT

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
--------------------	------

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
-------------	-----------------	------	-------	-----

Commercial Lighting Incentive Form

The incentive and energy savings calculations will be applied to the new installed quantity count. There will be no incentive for lamps or fixtures beyond the existing quantity.

Old (<2008) New (>2008)

WHAT IS THE VINTAGE OF THE BUILDING WHERE THE LAMP/FIXTURE IS BEING INSTALLED?

Yes No

IS THE LAMP/FIXTURE BEING INSTALLED IN AN AIR CONDITIONED SPACE?

Electric Heat Pump Natural Gas No heat

WHAT IS THE PRIMARY HEAT SOURCE WHERE THE LAMP/FIXTURE IS BEING INSTALLED?

BUILDING OR ROOM IDENTIFIER OF INSTALLATION LOCATION

AVG WEEKLY HRS OF OPERATION

DATE OF INSTALLATION

Interior Replacement

EXISTING EQUIPMENT	EXISTING QUANTITY	NEW EQUIPMENT INSTALLED	INSTALLED QUANTITY	INCENTIVE PER UNIT	TOTAL INCENTIVE
Fluorescent Tubular Lamps					
T5HO Four-Foot	<input type="text"/> lamps	≤ 28 watt T5HO Four Foot LED	<input type="text"/> lamps	\$22.00	\$ <input type="text"/>
T12/T8 Two or Three Foot	<input type="text"/> lamps	≤ 13 watt T8 Two Foot LED or ≤ 17 watt Three Foot LED	<input type="text"/> lamps	\$15.00	\$ <input type="text"/>
T12/T8 Four Foot	<input type="text"/> lamps	≤ 23 watt T8 Four Foot LED	<input type="text"/> lamps	\$13.50	\$ <input type="text"/>
T8 Four Foot TLED	<input type="text"/> lamps	T8 Four Foot TLED (≥ 5W reduction)	<input type="text"/> lamps	\$4.00	\$ <input type="text"/>
T12/T8 U-bend	<input type="text"/> lamps	≤ 17 watt T8 U-Bend LED	<input type="text"/> lamps	\$16.00	\$ <input type="text"/>
T12/T8 Eight Foot*	<input type="text"/> lamps	≤ 45 watt T8 Eight Foot LED	<input type="text"/> lamps	\$12.00	\$ <input type="text"/>
Fluorescent Fixtures					
2-lamp, 3-lamp, or 4-lamp T12/T8 Fixture	<input type="text"/> fixtures	≤ 60 watt LED 2x4 Fixture	<input type="text"/> fixtures	\$46.00	\$ <input type="text"/>
2-Lamp T12/T8 Fixture	<input type="text"/> fixtures	≤ 40 watt LED 2x2 or 1x4 Fixture	<input type="text"/> fixtures	\$30.00	\$ <input type="text"/>
6-Lamp T5HO Fixture	<input type="text"/> fixtures	≤ 160 watt LED Fixture	<input type="text"/> fixtures	\$215.00	\$ <input type="text"/>
HID Lighting (MH, HPS, MV) <i>Lamps are eligible only if ballast and all other existing electrical components are removed</i>					
250 watt HID Fixture	<input type="text"/> fixtures	≤ 140 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$195.00	\$ <input type="text"/>
400 watt HID Fixture	<input type="text"/> fixtures	≤ 175 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$250.00	\$ <input type="text"/>
1000 watt HID Fixture	<input type="text"/> fixtures	≤ 400 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$565.00	\$ <input type="text"/>
MR16					
20-50 watt MR16	<input type="text"/> lamps	2-9 watt MR16 LED Lamp	<input type="text"/> lamps	\$8.50	\$ <input type="text"/>
Can Light Kit					
75-100 watt Incandescent Can	<input type="text"/> lamps	≤ 20 watt LED Fixture Retrofit	<input type="text"/> fixtures	\$40.00	\$ <input type="text"/>
Controls					
Fixture with no Occupancy Sensor		Occupancy Sensor (must control at least 120W and not have a wall switch)	<input type="text"/> sensors	\$40.00	\$ <input type="text"/>
Fixture with no Control		DLC qualified LLLC Fixture	<input type="text"/> controls	\$150.00	\$ <input type="text"/>

*Lamps with an R17d base do not require DLC rating, but must comply with the DLC Technical Requirements

Commercial Lighting Incentive Form

Exterior Replacement

Pole, Wallpack, or Canopy Fixture, Retrofit Kit or Lamp
Requires at least 82.5 hours of operation per week (dusk to dawn)

AVG WEEKLY HRS OF OPERATION

DATE OF INSTALLATION

EXISTING FIXTURE	EXISTING QUANTITY	NEW EQUIPMENT INSTALLED	INSTALLED QUANTITY	INCENTIVE PER UNIT	INCENTIVE AMOUNT
HID Lighting (MH, HPS, MV) <i>Lamps are eligible only if ballast and all other existing electrical components are removed.</i>					
70-89 watt HID Fixture	<input type="text"/> fixtures	≤ 25 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$70.00	\$ <input type="text"/>
90-100 watt HID Fixture	<input type="text"/> fixtures	≤ 30 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$100.00	\$ <input type="text"/>
150 watt HID Fixture	<input type="text"/> fixtures	≤ 50 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$150.00	\$ <input type="text"/>
175 watt HID Fixture	<input type="text"/> fixtures	≤ 100 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$155.00	\$ <input type="text"/>
250 watt HID Fixture	<input type="text"/> fixtures	≤ 140 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$200.00	\$ <input type="text"/>
320 watt HID Fixture	<input type="text"/> fixtures	≤ 160 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$270.00	\$ <input type="text"/>
400 watt HID Fixture	<input type="text"/> fixtures	≤ 175 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$325.00	\$ <input type="text"/>
750 watt HID Fixture	<input type="text"/> fixtures	≤ 300 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$575.00	\$ <input type="text"/>
1000 watt HID Fixture	<input type="text"/> fixtures	≤ 400 watt LED Fixture or Lamp	<input type="text"/> fixtures	\$820.00	\$ <input type="text"/>

New Construction Fixture

MINIMUM CODE FIXTURE	NEW FIXTURE INSTALLED	INSTALLED QUANTITY	INCENTIVE PER UNIT	INCENTIVE AMOUNT
HID Lighting (MH, HPS, MV)				
175 watt HID Fixture	≤ 100 watt LED Fixture	<input type="text"/> fixtures	\$150.00	\$ <input type="text"/>
250 watt HID Fixture	≤ 140 watt LED Fixture	<input type="text"/> fixtures	\$175.00	\$ <input type="text"/>
320 & 400 watt HID Fixture	≤ 160 watt LED Fixture	<input type="text"/> fixtures	\$220.00	\$ <input type="text"/>

T12 HO to LED Sign Lighting Retrofit

Requires at least 82.5 hours of operation per week (dusk to dawn). Only cabinet signs with existing T12 HO lamps qualify. Lighting placed under awnings, canopies or fascia 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. Please provide spec sheets for new equipment.

DESCRIPTION OF LED SIGN LIGHTING INSTALLED	NUMBER OF FT ² PER SIGN	INCENTIVE AMOUNT PER FT ²	TOTAL INCENTIVE
<input type="text"/>	<input type="text"/>	\$10.00	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$10.00	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$10.00	\$ <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, individually, a “Party” and collectively, 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” 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 of such Equipment. The Payment: (i) will be determined solely by Avista in accordance with Schedules 90 and/or 190 (the “Tariff”); (ii) will be considered final;

and (iii) will be 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 Equipment 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, 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 is voluntarily participating in the Program; 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 the Company or any other supplier, on service schedules 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, 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 action 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 disposed of in accordance with the Resource Conservation and Recovery Act (RCRA). 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 the State of either Washington or Idaho, depending upon the 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 related to same and understandings 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.