

AVISTA CORPORATION
dba Avista Utilities

RULE NO. 4

CONTRACTS

A. Written Contracts

A contract, for the purposes of this rule, is an agreement reduced to writing and signed by the applicant or customer and the Company. Such a contract will not be required as a condition precedent to gas service except as provided herein.

1. A contract may be required when:

- a. The provisions of the tariff schedules specify that a contract may be required.
- b. Gas main and/or service pipe extensions are to be made in accordance with the provisions of Rules No. 15 and/or 16.
- c. An applicant or customer desires special or alternate facilities which are in addition to, or in substitution for, facilities normally furnished.
- d. A person requests modification, rearrangement, relocation, or removal of the Company's facilities.

2. A contract will be required when:

- a. The provisions of the tariff schedule specify that a contract will be required.
- b. Gas service is to be furnished at rates or under conditions not contained in the tariff schedules.
- c. Where service will be of a temporary or speculative nature.

B. Approval

Unless otherwise provided by an order of the Commission, contracts containing terms and conditions not included in these tariff schedules will not be effective without Commission authorization.

(continued)

Advice No. 08-02-G
Issued March 31, 2008

Effective For Service On & After
April 1, 2008

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RULE NO. 4 (continued)

CONTRACTS

C. Duration of Contracts

Where a contract is required as a condition precedent to gas service, the term will not exceed five years unless otherwise provided by these tariff schedules or order of the Commission. Contracts containing provisions for refunds payable by the Company will continue in effect until all refund obligations have been satisfied in accordance with the terms of the contract.

Advice No. 08-02-G
Issued March 31, 2008

Effective For Service On & After
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