



## REFRIGERATED WAREHOUSE INCENTIVE AGREEMENT

Business Name: _____	
Installation Date: _____	Avista Account #: _____
Contact Person: _____	Phone: _____ E-mail: _____
Mailing Address: _____	City: _____ State: _____ Zip Code: _____
Project Site Address: _____ (if different from mailing address)	City: _____ State: _____ Zip Code: _____ Is equipment being installed in an existing facility? ____ Yes ____ No

### Terms & Conditions (additional Terms & Conditions listed on back)

- INCENTIVE OFFER:** These incentives are available for the installation of the equipment listed on the Refrigerated Warehouse Incentive Tables. Electric incentives are available for commercial facilities with electric service provided by Avista Utilities. Natural gas incentives are available for commercial facilities that receive retail gas from Avista Utilities. Incentives are applicable for equipment installed after August 1, 2006. Details of this program, including incentive levels, are subject to change without prior notice.

**Total Incentive Amount Requested:** \_\_\_\_\_

(The total incentive amount is calculated using the Refrigerated Warehouse Incentive Tables. Completed Incentive Tables must be returned with this Agreement to be eligible for payment.)

- PROOF OF PURCHASE:** Copies of invoice(s) itemizing the new equipment purchased and labor charges, if applicable, must accompany this Agreement. Invoices must correspond with the project being submitted with this Agreement and include the date of purchase. Incentive agreement must be returned within 90 days of installation.
- PAYMENT:** Equipment must be purchased and installed before payment can be issued. Incentive payments will not exceed invoiced cost. Incentives are not valid in combination with any other Avista incentives. Allow 4-6 weeks for processing and payment of incentive.
- EQUIPMENT ELIGIBILITY:** Eligibility for improvements not listed in the Refrigerated Warehouse Incentive Tables must be handled on a site-specific basis. Contact your Avista representative.
- VERIFICATION:** Avista reserves the right to verify installations anytime before or after payment is issued.

**Mail completed forms and invoices to:**

Avista Utilities  
Energy Solutions, MSC-15  
P.O. Box 3727  
Spokane, WA 99220-3727

*I certify that I meet the eligibility requirements of this program and that all statements made on 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**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Federal Taxpayer Identification Number**

**ADDITIONAL TERMS AND CONDITIONS  
FOR ENERGY EFFICIENCY SERVICES**

This Agreement, pursuant to tariff Schedules 90 and 190 on file with the Washington Utilities and Transportation Commission and the Idaho Public Utilities Commission for acquisition of electric and natural gas energy resource savings through improvements in the efficiency of electric and natural gas equipment owned and operated by Customer, is entered into by and between Avista Corporation dba Avista Utilities, hereinafter referred to as "Avista", and "Customer", as specified on the front of this Agreement. Customer is replacing or improving existing equipment currently in use at Customer's facilities ("Facilities") located at the Site Address specified on the front of this Agreement, with the Energy Efficiency equipment ("Equipment") specified on the front of this Agreement. Now, therefore, in consideration of the covenants and agreements herein contained, it is agreed:

1. Term of Agreement. This Agreement shall become effective on the date written on the front of this Agreement, and shall remain in effect for a term of one year if Customer's Incentive Payment is less than \$50,000.00, and five years if Customer's Incentive Payment is greater than \$50,000.00, commencing on the date that the installation of the Equipment has been completed.
2. Equipment Selection, Operation and Maintenance. The selection, purchase, system design and installation of the Equipment shall be the sole responsibility of the Customer. It is understood and agreed that Avista's evaluation of the Equipment is for the sole purpose of determining Customer's eligibility for Avista's Energy Efficiency programs and services. AVISTA MAKES NO, AND 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 CUSTOMER'S SITE, OR THE COST OF SUCH EQUIPMENT, MATERIALS, AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Any required maintenance, repair or replacement of the Equipment shall be the sole responsibility of, and at the expense of the Customer. In the event that any of the Equipment becomes defective or fails to operate properly, Customer agrees to repair the Equipment in such a manner as to maintain or exceed its original energy efficiency rating or to replace such Equipment with Equipment that has equal or higher efficiency ratings.
3. Installation and Payment. Customer shall install and maintain the Equipment. Upon completion of the installation of the Equipment, Customer shall provide documentation, acceptable to Avista, of the purchase and installation costs of such Equipment. Avista may, during reasonable hours, inspect the Equipment to verify installation. Avista shall pay the Customer the authorized Incentive Payment specified on the front of this Agreement. The method of disbursement of the Incentive Payment calculated hereunder shall be at Avista's sole discretion, which may include, but not be limited to, cash payments or offsets to Customer's energy bills. Customer shall be responsible for payment of any federal, state or local income and corporate tax liability associated with Customer's receipt of Avista's Incentive Payment. This Agreement applies to only the location(s) specified on the front of this Agreement. Should additional projects be requested, a new Application must be submitted.
4. Inspection of Facilities. Avista may, at its option, during reasonable hours, inspect the Equipment following installation for the sole purpose of verifying Customer's compliance with its performance obligations under this Agreement. Avista shall also have the right, at its expense and option, to install and maintain sub-metering equipment, and Customer shall furnish Avista with reasonable access to sub-metering devices for meter reading purposes. This provision shall not impose upon Avista any obligation to perform any inspection, and is not intended to substitute for or relieve Customer of any responsibility or duty relating to the purchase, design, installation, operation or maintenance of the Equipment.
5. Compliance with Laws. Customer represents and warrants that Customer, its agents and employees, and any sub-contractor it may retain to install or maintain the Equipment, are 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 use of the Equipment.
6. Disclaimer and Indemnity. Customer acknowledges and agrees that it is voluntarily participating in this Program; that Avista is providing funding and analysis, only; and that Avista assumes no liability for Customer's decision to enter into this Agreement, for the Equipment selected by Customer, any third parties selected by Customer to install such Equipment, or any disputes arising out of repair or replacement of the Equipment installed hereunder. Furthermore, as part of the consideration for this Agreement, Customer hereby releases and shall indemnify, hold harmless and defend Avista, together with any and all of its agents and employees, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in anyway connected with any act, omission, fault or negligence of Customer or any third party selected by Customer to install the Equipment applicable under this Agreement, except to the extent that any such claims, losses, etc., arise as a result of Avista's negligence or willful misconduct.
7. Energy Efficiency Payment Reimbursement. In the event that, during the term of this Agreement, Customer closes its business, discontinues purchasing electric distribution services from Avista in such a manner as to forfeit eligibility for the Program in conformance with the provisions of Avista's Schedule 90, or fails to properly maintain or replace the Equipment as set forth herein, and Customer's Incentive Payment is greater than \$50,000.00, Customer shall reimburse Avista for a pro-rated portion of the Incentive Payment based on that portion of the Incentive Payment which will not be recovered by Avista because of Customer's failure to provide the anticipated energy savings applicable under this Agreement, unless Assignment, as specified in Section 9 below, has been made with the prior written approval of Avista.
8. Disposal of Existing Equipment. All equipment and materials removed and/or replaced hereunder shall be, at Customer's expense, permanently disabled, sold for scrap, and/or removed from the Facilities and destroyed. Customer assumes all responsibility to dispose of all equipment and material removed hereunder in accordance with applicable law.
9. Assignment. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. No assignment or transfer by either party hereto shall be made without the prior written approval of the other party, except for a transfer to a parent, subsidiary, or affiliate of such party, and such approval shall not be unreasonably withheld.
10. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, excluding any choice of law rules which may direct the application of laws of another jurisdiction. Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in Spokane County, Washington.
11. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled, in addition to any other relief, to an award of reasonable attorney's fees and costs incurred in such action.
12. Amendment and Waiver. This Agreement contains all of the terms and conditions bearing upon the subject matter hereof and shall not be modified or varied except by written agreement executed by each of the parties hereto through authorized representatives. If, at any time, the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and dates be deemed in full force and effect.

(revised T&C 8/10/06)

## Refrigerated Warehouse Incentive Table

Efficiency Improvement	New Construction Incentive	Retrofit Incentive	Units (1)	Qty. x Incentive	= Total Incentive
Fast-acting freezer doors (2)	N/A	\$ 80	per sq.ft. door	x	=
Fast-acting cooler doors (2)	N/A	\$ 30	per sq.ft. door	x	=
Dock door seals for freezers (3)	N/A	\$ 60	per lin.ft.peri.	x	=
Dock door seals for coolers (3)	N/A	\$ 10	per lin.ft.peri.	x	=
Dock door seals for heated spaces (3) <i>Space heated w/natural gas [ ] or electricity [ ] (check one)</i>	N/A	\$ 45	per lin.ft.peri.	x	=
Cooler condenser fan VFD	\$ 190	\$ 190	per fan hp	x	=
Freezer condenser fan VFD	\$ 230	\$ 230	per fan hp	x	=
Evaporator fan VFD	\$ 280	\$ 280	per fan hp	x	=
Compressor VFD	\$ 70	\$ 70	per comp hp	x	=
Electronic compressor unloading control (4)	N/A	\$ 80	per comp hp	x	=
Central computer refrigeration control (5)	\$ 80	\$ 80	per comp hp	x	=
Auxiliary evaporative condenser (6)	N/A	\$ 410	per cond tons	x	=
EC evaporator fan motor, 1/20 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC evaporator fan motor, 1/15 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC evaporator fan motor, 1/6 hp (7)	\$ 10	\$ 30	per fan motor	x	=
EC evaporator fan motor, 1/3 hp (7)	\$ 10	\$ 50	per fan motor	x	=
EC evaporator fan motor, 1/2 hp (7)	\$ 10	\$ 55	per fan motor	x	=
EC condenser fan motor, 1/20 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC condenser fan motor, 1/15 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC condenser fan motor, 1/6 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC condenser fan motor, 1/3 hp (7)	\$ 10	\$ 10	per fan motor	x	=
EC condenser fan motor, 1/2 hp (7)	\$ 10	\$ 40	per fan motor	x	=
<b>Total Incentive</b>					<b>=</b>

**Notes:**

- (1) Unit definitions:  
 per sq.ft. door = door area in square feet  
 per lin.ft.peri = lineal foot of door perimeter, top and sides  
 per fan hp = fan horsepower  
 per comp hp = compressor horsepower  
 per cond tons= condenser tons
- (2) Fast-acting door incentives are not available for new doors with heated air curtains. Bi-fold doors must open or close within 1.5 seconds and have a minimum R-value of 4 and rapid roll doors must open or close within 4 seconds to qualify for incentives.
- (3) Dock seal incentives are not available for seals requiring blowers to inflate.
- (4) Electronic compressor unloading control is to enable at least a 10 psig suction pressure increase.
- (5) Central computer control is to enable at least a 22 psig minimum condensing pressure reduction and a 4 psig suction pressure increase. Units are high stage compressor horsepower.
- (6) Auxiliary evaporative condenser to augment either an air cooled condenser or as increased capacity to an evaporative condenser. Units are the additional tonnage of capacity for the proposed condenser.
- (7) PSC motors are used as the basecase for the EC motors, as they tend to be standard equipment for the larger motors. Electronically Commutated (EC) motors are typically 70-80 percent efficient, compared to 50-60 percent efficient permanent split capacitor (PSC) motors, and 23-30 percent efficient shaded pole motors.

**Incentive table(s) must be returned with completed Agreement to be eligible for payment.**

## Refrigerated Warehouse Cooler Lighting Incentive Table

<b>Lighting Options for Coolers</b>					
<b>Bi-level Lighting</b>	<b>New Construction Incentive</b>	<b>Retrofit Incentive</b>	<b>Unit (5)</b>	<b># of Fixtures x</b>	<b>Incentive = Total Incentive</b>
<b>Addition of bi-level lighting capability to existing or new fixtures:</b>					
1000-watt High Pressure Sodium	\$ 10	\$ 200	per	x	=
150-watt High Pressure Sodium	\$ 70	\$ 110	per	x	=
250-watt High Pressure Sodium	\$ 70	\$ 160	per	x	=
400-watt High Pressure Sodium	\$ 70	\$ 200	per	x	=
1000-watt Metal Halide	\$ 10	\$ 200	per	x	=
250-watt Metal Halide	N/A	\$ 150	per	x	=
250-watt Pulse-Start Metal Halide	\$ 70	\$ 150	per	x	=
320-watt Pulse-Start Metal Halide	\$ 70	\$ 160	per	x	=
360-watt Metal Halide	N/A	\$ 190	per	x	=
400-watt Metal Halide	N/A	\$ 200	per	x	=
2-Lamp T5 High-Output Cold Temp. (1)	\$ 30	\$ 40	per	x	=
3-Lamp T5 High-Output Cold Temp. (1)	\$ 30	\$ 40	per	x	=
4-Lamp T5 High-Output Cold Temp. (1)	\$ 30	\$ 40	per	x	=
5-Lamp T5 High-Output Cold Temp. (1)	\$ 10	\$ 40	per	x	=
6-Lamp T5 High-Output Cold Temp. (1)	\$ 10	\$ 40	per	x	=
6-Lamp T8 Cold Temp. (1)	\$ 50	\$ 80	per	x	=
<b>Replacement of less efficient lighting fixtures with T5 fixtures listed below. For new construction projects, incentives are paid for the installation of the T5 fixtures listed:</b>					
HID (150-watt minimum) converted to 2-Lamp T5 High-Output Cold Temp. (1) (2) (3)	\$ 50	\$ 170	per	x	=
HID (320-watt minimum) converted to 4-Lamp T5 High-Output Cold Temp. (1) (2) (3)	\$ 40	\$ 200	per	x	=
HID (320-watt minimum) converted to 5-Lamp T5 High-Output Cold Temp. (1) (2) (3)	\$ 40	\$ 180	per	x	=
HID (500-watt minimum) converted to 6-Lamp T5 High-Output Cold Temp. (1) (2) (3)	\$ 10	\$ 240	per	x	=
250-watt Pulse-Start Metal Halide converted to 3-Lamp T5 High-Output Cold Temp. (1) (2)	\$ 40	\$ 160	per	x	=
<b>Aisle Lighting:</b>					
250-watt Pulse-Start Metal Halide (4)	N/A	\$ 150	per	x	=
320-watt Pulse-Start Metal Halide (4)	N/A	\$ 180	per	x	=
<b>Total Incentive =</b>					<b>=</b>

**Notes:**

- (1) Cold temperature T5 fixtures are fully enclosed with cover lenses and insulated enclosures.
- (2) Incentive for T5 fixture installation may be combined with incentive for bi-level lighting if fixture is ordered with integral occupancy sensor control.
- (3) HID = High Intensity Discharge e.g. metal halide and high pressure sodium.
- (4) Aisle lighting is strongly recommended over prismatic lenses due to both lower first cost and lower energy costs. Typically, only ½ the number of fixtures are required of the same wattage.
- (5) Unit=per fixture.

**Incentive table(s) must be returned with completed Agreement to be eligible for payment**

## Refrigerated Warehouse Freezer Lighting Incentive Table

Lighting Options for Freezers						
<b>Bi-level Lighting</b> Addition of bi-level lighting capability to existing or new fixtures:	New Construction Incentive	Retrofit Incentive	(5)	# of Fixtures	x Incentive	Total =Incentive
1000-watt High Pressure Sodium	\$ 10	\$ 200	per	x		=
150-watt High Pressure Sodium	\$ 70	\$ 140	per	x		=
250-watt High Pressure Sodium	\$ 70	\$ 200	per	x		=
400-watt High Pressure Sodium	\$ 10	\$ 200	per	x		=
1000-watt Metal Halide	\$ 10	\$ 200	per	x		=
250-watt Metal Halide	N/A	\$ 170	per	x		=
250-watt Pulse-Start Metal Halide	\$ 70	\$ 160	per	x		=
320-watt Pulse-Start Metal Halide	\$ 70	\$ 200	per	x		=
360-watt Metal Halide	N/A	\$ 200	per	x		=
400-watt Metal Halide	N/A	\$ 200	per	x		=
2-Lamp T5 High-Output Cold Temperature (1)	\$ 30	\$ 40	per	x		=
3-Lamp T5 High-Output Cold Temperature (1)	\$ 30	\$ 40	per	x		=
4-Lamp T5 High-Output Cold Temperature (1)	\$ 10	\$ 40	per	x		=
5-Lamp T5 High-Output Cold Temperature (1)	\$ 10	\$ 40	per	x		=
6-Lamp T5 High-Output Cold Temperature (1)	\$ 10	\$ 10	per	x		=
6-Lamp T8 Cold Temperature (1)	\$ 50	\$ 80	per	x		=
<b>Replacement of less efficient lighting fixtures with T5 fixtures listed below. For new construction projects, incentives are paid for the installation of the T5 fixtures listed:</b>						
HID (150-watt minimum) converted to 2-Lamp T5 High-Output Cold Temperature (1) (2) (3)	\$ 50	\$ 170	per	x		=
HID (320-watt minimum) converted to 4-Lamp T5 High-Output Cold Temperature (1) (2) (3)	\$ 40	\$ 200	per	x		=
HID (320-watt minimum) converted to 5-Lamp T5 High-Output Cold Temperature (1) (2) (3)	\$ 40	\$ 220	per	x		=
HID (500-watt minimum) converted to 6-Lamp T5 High-Output Cold Temperature (1) (2) (3)	\$ 10	\$ 240	per	x		=
250-watt Pulse-Start Metal Halide converted to 3-Lamp T5 High-Output Cold Temp. (1) (2)	\$ 40	\$ 180	per	x		=
<b>Aisle Lighting:</b>						
250-watt Pulse-Start Metal Halide (4)	N/A	\$ 210	per	x		=
320-watt Pulse-Start Metal Halide (4)	N/A	\$ 210	per	x		=
<b>Total Incentive</b>					<b>=</b>	

- Notes:**
- (1) Cold temperature T5 fixtures are fully enclosed with cover lenses and insulated enclosures.
  - (2) Incentive for T5 fixture installation may be combined with incentive for bi-level lighting if fixture is ordered with integral occupancy sensor control.
  - (3) HID = High Intensity Discharge e.g. metal halide and high pressure sodium.
  - (4) Aisle lighting is strongly recommended over prismatic lenses due to both lower first cost and lower energy costs. Typically, only ½ the number of fixtures are required of the same wattage.
  - (5) Incentives paid per fixture.

**Incentive table(s) must be returned with completed Agreement to be eligible for payment.**