



# Vending Machine Controller Rebate Agreement

COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

For each Avista electric account where vending machine controllers will be installed, please provide:

| Avista Account Number: | Street Address: | City/State/ZIP: | Number of Controllers Installed at Location: | Installation Date: |
|------------------------|-----------------|-----------------|--|--------------------|
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|                        |                 |                 |  |                    |

Total Number of Installed Controllers = \_\_\_\_\_ x \$90 Rebate per Controller = \_\_\_\_\_

Total Rebate Requested: \_\_\_\_\_

### AGREEMENT TERMS AND CONDITIONS (Additional Terms and Conditions Listed on Back)

**Rebate Offer:** A \$90 rebate is available for the installation of vending machine controls on cold drink vending machines dispensing non-perishable drinks that do not have pre-existing vending machine controls. Rebates are not available for the replacement of existing vending machine controls. Electric service to the vending machines must be provided by Avista Utilities.

Rebates apply to products installed after December 1, 2006. Details of this program, including rebate levels, are subject to change without prior notice.

**Proof of Purchase:** Include copies of invoice(s) itemizing the equipment you purchased along with installation charges, if applicable, when you submit this agreement. Please send everything within 90 days of installation and make sure invoices include the date of purchase.

**Payment:** Equipment must be purchased and installed before payment can be issued. Rebate payments will not exceed invoiced cost. Please allow four to six weeks for processing your rebate.

**Equipment Eligibility:** Eligible vending machine controller units control cold drink vending machines dispensing non-perishable drinks. Vending machines that do not have a compressor to keep drinks cold are not eligible. Vending machine controllers should not be used on machines which dispense perishable items such as milk or ice-cream. Customers are responsible for proper installation.

**Verification:** Avista reserves the right to verify installations anytime before or after payment is issued.

*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 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 (1) year if Customer's Incentive Payment is less than \$50,000.00, and five (5) 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 provide 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. **Incentive 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 Customers' 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 or the State of Idaho, depending upon the Site Address specified on the front of this Agreement, 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 a court of competent jurisdiction where Customer's Facility is located.
11. **Attorneys' 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 attorneys' 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.