



Power Management for PC Networks Incentive Agreement

(Idaho/Washington)

COMPANY NAME	CONTACT NAME	AVISTA ACCOUNT NUMBER	BUSINESS PHONE
TITLE	E-MAIL	INSTALLATION DATE	FAX NUMBER
MAILING ADDRESS	CITY	STATE	ZIP
PROJECT SITE ADDRESS	CITY	STATE	ZIP

If the project applies to more than one location, please attach additional site information and list number of PCs per site.

Network Power Management Software To Be Installed

In order for a network-based power management software solution to qualify for Avista incentives, it must:

- Provide regular (at least quarterly) energy-use reports with overall average PC energy savings as well as average PC energy savings by similar groups of PCs.
- Control every available level of power management offered by your PC hardware and monitor at the time of installation (e.g., CPU on, CPU off or hibernating, CPU suspended, monitor on, monitor off or hibernating, monitor suspended). Available levels of control may differ based on operating system.
- Reset user override capabilities to network specifications every 24 hours at a minimum.
- Achieve a minimum average savings of 100 annual kWh per controlled PC.
- Provide usage data prior to installation of controls. The data should be for two consecutive weeks during a normal operating period and indicate usage by similar groups of PCs. This data will be used for comparison of usage once controls are installed.
- Remain in operation for a minimum of three years with the ability for continued reporting every six months with savings/use data upon Avista's request.

# Of Controlled PCs	Name of Software Solution	Incentive per Controlled PC	Total Incentive
		\$10 each	\$ _____

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

1. Incentives are only available for equipment installed at commercial locations with Avista electric service.
2. Incentives only apply to products installed after September 1, 2005.
3. To receive your incentive, you must submit the incentive form along with copies of invoices within 90 days of installation.
4. Please allow four to six weeks for processing.
5. Avista reserves the right to verify installations.
6. This offer is not valid in combination with any other Avista incentives.
7. Incentive payments will not exceed invoiced cost.
8. Details of this program, including incentive levels, are subject to change without notice.

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: _____

Attach invoices including labor and material charges.

Mail to: Avista Utilities, PC Networks Incentive, Energy Solutions MSC-15, P.O. Box 3727 Spokane, WA 99220-3727

ADDITIONAL TERMS AND CONDITIONS FOR ENERGY EFFICIENCY SERVICES

This Energy Efficiency Agreement ("Agreement") is entered into between 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/or natural gas energy resource savings through improvements in the efficiency of electric and/or natural gas 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 until Customer's Energy Efficiency Payment ("Payment") has been disbursed in accordance with Section 3 below. 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. Customer acknowledges that 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, 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 its 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 (electric) and 190 (natural gas) (the "Tariffs"); (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 tax liability associated with Customer's receipt of the Payment. This Agreement applies to only the Facility and Equipment specified on the front of this Agreement and in the event Customer requests additional projects, a new Application must be submitted.
4. **Inspection of Facilities.** Following installation of the Equipment, Avista may inspect the Equipment, at its option during reasonable hours, for the purpose of verifying such installation 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.
5. **Continued Availability.** Customer acknowledges that the Payment is contingent upon continued funding availability through Avista's Tariffs for the Measures applicable under this Agreement.
6. **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.
7. **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.
8. **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.
9. **Disclaimer and Indemnity.** Customer acknowledges that it is voluntarily participating in the Program; that Avista is providing funding and analysis, only; and that Avista 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.
10. **Disposal of Existing Equipment.** All equipment and materials removed and/or replaced at the Facility must be permanently disabled, sold for scrap, and/or removed from the Facility and destroyed, at Customer's expense. Customer is responsible for disposing of all equipment and materials removed in accordance with applicable law.
11. **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.
12. **Governing Law and Venue.** This Agreement will be construed and interpreted in accordance with the laws of either the State of 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.
13. **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.
14. **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.
15. **Entirety of Agreement.** This Agreement: (i) is the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements 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.

