



FIREPLACE DAMPER INCENTIVE AGREEMENT

Customer Name: _____ **Avista Account #:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Service Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Installation Date: _____ **Installer/Business Name:** _____ **Phone:** _____

Primary Heat (please circle one): *Natural Gas Furnace* *Electric Baseboard* *Electric Forced Air* *Electric Heat Pump*

If primary heat source is not listed above, please describe: _____

Open wood fireplaces are an inefficient way to heat. Inside air is pulled up the chimney and out of the home. Even when not in use, fireplaces may experience heat loss due to loose dampers. Utilizing your wood fireplace sparingly and closing the chimney damper when not in use will help save energy. (Note: Fireplace inserts are more efficiently designed to avoid this effect.)

A more efficient way to close off your chimney when not in use is with a ROOFTOP DAMPER. Customers who heat primarily with Avista electric or natural gas and have a wood burning fireplace may receive up to \$100 for the installation of a rooftop damper. *For safety reasons, fireplaces must be wood-burning only and have no other combustion devices utilizing the chimney for exhaust.* Rooftop dampers should never be used with natural gas fireplaces. Natural gas inserts, wood inserts and wood pellet stoves do not qualify, they are already designed to heat efficiently. Rooftop dampers should not be installed where installation would be against building code requirements or unsafe. Customers are responsible for complying with applicable codes. Anytime combustion devices are present in the home it is recommended to install carbon monoxide detectors (CO monitors).

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

INCENTIVE OFFER: Up to \$100 for professional installation of a ROOFTOP DAMPER on a wood burning fireplace. Incentive offer is effective January 1, 2007. Customers must:

- Utilize Avista electric or natural gas as their primary heat source.
- Have a wood burning fireplace (non-insert) whose chimney is not utilized by other combustions sources for exhaust.
- Use a licensed contractor to install the equipment.

PROOF OF PURCHASE: Copies of invoice(s) for the fireplace damper installation must accompany this Agreement. This incentive application 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 costs. Incentives are not valid in combination with any other Avista incentives. Allow 4-6 weeks for payment.

VERIFICATION: Avista reserves the right to verify installations before or after payment is issued.

Mail form 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

Date

**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.
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. 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.
8. 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.
9. 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.
10. 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&C3/9/07)