

<b>Participation Agreement</b>			
Email this completed Participation Agreement ("Agreement") to the Avista Connected Communities Team at: <a href="mailto:ConnectedCommunities@avistacorp.com">ConnectedCommunities@avistacorp.com</a> . For purposes of this Agreement, Avista Corporation ("Avista") and Customer may be referred to individually as a "Party" or, collectively, as the "Parties".			
<b>Customer Information</b>			
Customer Name:		Cell Phone:	
Customer Email:			
* Property Address (physical location where Equipment is installed):	City:	State:	Zip:
* The Equipment must remain at the Property Address above.			
<b>Agreed and accepted</b>			
Customer Signature:		Avista Signature:	
Date:		Date:	
Customer Name (printed):		Avista Name (printed):	
Landlord/Property Owner Signature		Date:	
Landlord/Property Owner Name (printed):			
<b>Program Participation Requirements</b>			

Customer, residing at the "Property Address" as set forth above (the "Property") elects to participate in the Avista Connected Communities pilot program ("Program"), freely, voluntarily and without duress, and agrees to the following terms and conditions:

- Eligibility.** Eligibility for the Program is described in detail at [www.myavista.com](http://www.myavista.com), however, by signing this Agreement Customer agrees that he/she meets the following minimum requirements:
  - Customer must be an Avista electric customer residing in one of the following zip codes and connected to Avista's 3<sup>rd</sup> & Hatch substation feeders: 99201, 99202, 99203, 99204, 99206, 99207, 99218, 99223, 99224. Avista verification of eligibility location is required.
  - Customer must be willing to allow the installation of an Ecobee smart thermostat and other equipment (together, the "Equipment"), depending on the Program Customer chooses to participate in at his/her Property.
  - Customer must have Internet service.
  - Customer must agree to participate for a minimum of thirty-six (36) months.
  - Customers who are actively involved in a collections process are not eligible to participate in the Program. If Customer is disconnected for non-payment during their participation in the Program, Customer will no longer be eligible to participate.

Additionally, Customer understands that this Agreement is contingent upon certain operational requirements for the Equipment in the Customer's home. In the event an Installer (as defined below) deems the Property ineligible upon preliminary inspection, this Agreement shall be null and void.

2. **Incentive.** In consideration for Customer’s participation in the Program, Avista will provide Customer an incentive payment of up to \$300 annually, applied as a bill credit. This Program is available on a first-come, first-served basis until allocated incentive funds and/or Equipment is depleted. If Customer opts out of more than three (3) Events (as defined in Section 9 of this Agreement), Customer will not receive the annual incentive payment.
3. **Term.** This Agreement is effective from the last date of execution through July 31, 2027 (“Term”), unless otherwise terminated in accordance with Section 14 of this Agreement.
4. **Access.** Upon receipt of the executed Agreement, Avista’s installation contractors (“Installer(s)”) will contact Customer for an installation date, which will include the preliminary inspection as mentioned in Section 1 of this Agreement. Customer agrees to permit Avista, or its Installer to enter the Property to perform the preliminary inspection and, if approved by Installer, install the Equipment. Installer will coordinate visits to the Property with the Customer, to minimize any disruptions or inconvenience to the Customer. Additionally, Avista and/or its Installer will conduct periodic post-installation inspections, which will be coordinated in the same fashion as the installation appointment, and Customer expressly agrees to cooperate with Avista and/or its Installer to provide access.
5. **Services/Equipment Provided to Customer.** As part of the Program, Avista and/or its agents will provide the following services and Equipment to Customer under this Agreement:
  - **Inspection:** Avista and/or its Installer will perform a preliminary inspection of the Property to confirm eligibility and technical feasibility.
  - **Installation:** If the preliminary inspection is successful, the Installer will proceed with the installation of the Equipment. Please note: the preliminary inspection and the installation may be performed at the same visit, but there may be instances where the Installer must return for a secondary visit to install the Equipment.
  - **Equipment:** During the Term, Avista will provide and maintain the Equipment. Upon conclusion of the Program, title to the Equipment will transfer to the Customer, unless otherwise agreed upon by the Parties. In the event Customer requests removal of the Equipment at any time and subsequent reinstallation of the removed Equipment, Customer will be required to produce the removed Equipment. Avista is not responsible for lost or damaged Equipment.
  - **Support and Maintenance:** During the Program, all Equipment will be maintained by Avista and/or its agents, including third-party contractors. Customer shall call Avista’s designated third-party contractor (which will be provided to Customer upon installation) in the case of equipment maintenance.
6. **Costs.** Avista agrees to bear all the costs associated with installation, maintenance, and support of the Equipment under this Program. Customer is not obligated to purchase any full fee service or any other service not funded by this Program. This Program is funded in part by a United States Department of Energy grant.
7. **Customer Information.** Except as specifically listed below, Avista agrees not to use Customer’s information, including Customer name, address, telephone number, email address, energy usage information, and account number (collectively “Customer Information”). Additionally, Avista will abide by its [Customer Information Privacy Policy \(https://www.myavista.com/about-us/policies-and-guidelines\)](https://www.myavista.com/about-us/policies-and-guidelines) and will not use Customer Information for advertising, sales promotions, or publicity of any kind. By participating in this Program, Customer expressly consents to the following regarding Customer Information:
  - Customer authorizes Avista to disclose Customer’s name, address, and telephone number to the Installer for purposes of scheduling the preliminary inspection.
  - Customer authorizes Avista to disclose Customer’s name, address, telephone number, and usage data to its project partners involved in the execution of this Program.
  - Customer authorizes Avista to allow its third-party contractors participating in the Program to transmit and view Customer’s energy usage data for the Property.
  - Customer authorizes Avista to disclose certain Customer Information to the United States Department of Energy and the Washington Utilities and Transportation Commission to fulfill certain reporting requirements.
8. **Customer Notifications/Communication.** Customer consents to receive text messages and/or email notifications regarding Program status and information. Customer may be asked to participate in surveys or feedback sessions regarding this Program.
9. **Event.** An “Event” is initiated at Avista’s discretion, usually during times of high electricity prices or high system demand, during which the Customer will be notified in advance. During this time, the Customer’s thermostat will be adjusted automatically to go up or down per Event Parameters (as defined in Section 10 of this Agreement) to meet the needs of the grid.
10. **Event Parameters.** During an Event, temperatures will not exceed a 4-degree variance.

**Commented [GA1]:** What does this mean exactly? Does it mean we will only adjust their thermostat by no more than 4 degrees during an event?

**Commented [MS2R1]:** yes.

**Commented [MS3R1]:** 4 degrees up or down, depending on the season

11. **Privacy/Security.** In the event Customer fails to maintain a secure wi-fi network (i.e., password protected) Customer releases Avista from any damages resulting from such failure including data breaches, viruses or other malware that may occur due to Customer's failure to maintain a secured network.
12. **If Customer is a Tenant.** If the Property is leased by the Customer, the Customer must obtain authorization and signature from either the landlord or Property owner to participate in the Program. Customer shall indemnify Avista for any claims, damages or other liability that result from Customer's failure to obtain appropriate authorization from his/her Property owner or landlord to participate in the Program.
13. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of non-assigning Party. In the event there is a change in ownership or occupancy at the Property, the new occupants must sign a Participation Agreement and notify Avista if they wish to opt out of the Program.
14. **Termination of Agreement.** Either Party may terminate this Agreement at any time with thirty (30) days' written notice to the other Party. Upon such termination, all Customer access to the Program will be restricted. If this Agreement is terminated by Customer prior to end of the Program, Customer will retain the Equipment and Avista shall have no further obligation or liability relating to the Equipment. If the Equipment includes more than a smart thermostat, Customer will be charged a \$500 convenience fee.
15. **Termination of Agreement Due to Sale of Property.** If Customer sells the Property during the Term, Customer must disclose their Program participation to their listing agent and any potential buyers. If there is a sale listing associated with the potential Property sale, the listing must disclose that the Property is currently participating in an energy pilot program. Customer must notify Avista of an impending sale with a minimum of thirty (30) days' written notice. Customer may terminate the agreement in accordance with Section 14 of this Agreement, subject to the \$500 convenience fee.
16. **Disclaimer of Warranty.** The Parties agree that Avista shall not be liable to Customer for any losses or damages, including incidental or consequential damages, arising from Customer's participation in the Program or from this Agreement. Avista makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of the Equipment installed pursuant to this Agreement, and expressly disclaims any such representation, warranty, or liability. Additionally, Avista and/or its agents do not guarantee any specific energy savings to Customer through this Program and savings will vary depending on Customers' operation of their system and the Equipment.
17. **Indemnification.** Customer shall indemnify Avista and its officers, employees and agents against any liabilities, losses, expenses (including reasonable attorneys' fees) or claims for injury or damages which arise out of the Program or performance of this Agreement.
18. **Waiver and Release.** Customer understands that the Equipment will be installed at/on the Property as part of the Program. Customer hereby releases Avista from any liability or claim that Customer may have against Avista with respect to any bodily or other injury, illness, death, or property damage that may result from participation in the Program or use of the Equipment.
19. **Miscellaneous.** This Agreement sets forth the entire agreement and understanding between Avista and Customer for purposes of the Program, and supersedes all prior discussions, agreements, and understandings of any kind regarding the subject matter hereof. This Agreement shall not be changed, modified, or amended except upon written execution by both Parties. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected and will continue to be binding upon both Avista and Customer and shall be valid and enforceable. This Agreement shall be construed and governed in all respects by the laws of the State of Washington.

By signing this Agreement, the Customer declares that they are authorized to execute this Agreement and agrees to all the terms and conditions herein.