

Participation Agreement			
Email this completed Participation Agreement ("Agreement") to the Avista Connected Communities Team at: ConnectedCommunities@avistacorp.com . For purposes of this Agreement, Avista Corporation ("Avista") and Customer may be referred to individually as a "Party" or, collectively as the "Parties".			
Customer Information			
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.			
Capacity			
Spring	Summer	Fall	Winter
Agreed and accepted			
Customer Signature:		Avista Signature:	
Date:		Date:	
Customer Name (printed):		Avista Name (printed):	
Landlord/Property Owner Signature		Date:	
Landlord/Property Owner Name (printed):			
Program Participation Requirements			

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:

- Edo.** Edo is Avista's third-party contractor that will be managing this Program. Edo will provide building efficiency and Event-based demand flexibility services. Edo is both the building service provider and aggregator within the bounds of this Program.
- Eligibility.** Eligibility for the Program is described in detail at 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 3rd & Hatch substation feeders: 99201, 99202, 99203, 99204, 99206, 99207, 99218, 99223, 99224.
 - Customer must be willing to allow the installation of the Edo gateway device (the "Equipment") 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.

Commented [GA1]: Do we need to define these?

Commented [MS2R1]: good idea. I've contacted Edo to help with this.

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

3. **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
4. **Event Quantity and Frequency.** Avista may call an Event up to fifty (50) times per year. Avista may call no more than two (2) events per day. Each Event counts toward the fifty (50) Event-per-year maximum even if two (2) Events occur in the same 24-hour period. Events may last between two and six (2-6) hours.
5. **Timing and Manner of Notices.** Edo will notify the Customer of an Event a minimum of eight (8) hours prior to the Event. Customer may decline the Event by 6:30 a.m. PT on the day of the requested Event. When Avista calls an Event, it shall notify the Customer's management (or designated representative) of the request by email. Customer may also opt out during an Event by contacting Edo directly (206-658-8691).
6. **Test Event.** A "Test Event" will occur prior to the first Event. This is a non-compensated Event used to determine if Accepted Capacity (as defined in Section 7 of this Agreement) is a reasonable amount. The Accepted Capacity in this Agreement may be adjusted based on the outcome of the Test Event.
7. **Accepted Capacity.** "Accepted Capacity" is the energy the Customer commits to reduce during each Event in each of the four (4) seasonal periods (spring, summer, fall, and winter, with each season being 3 months), as measured in kilowatts (kW). Accepted Capacity also includes an estimate of the Customer's performance based on analysis of Customer's consumption data and pre-Program-enrollment testing. Accepted Capacity may be adjusted during the Term to reflect the actual performance or changes in facility operations, Program rules, regulations, and/or other relevant information.
8. **Delivered Capacity.** "Delivered Capacity" is the calculated value of reduced energy post-Event.
9. **Performance.** Customer shall be deemed to have complied with an Event if the load shed in line with Accepted Capacity amount is observed against a formulated baseline during the Event.
10. **Non-Performance.** Customer will not receive the Performance Payment (per Section 13 of this Agreement) if Customer opts out of an Event.
11. **Event Opt-Out.** Customer may opt-out of an Event during the notice period by contacting Edo directly (206-658-8691) before 6:30 a.m. PT on the day of the requested Event.
12. **Capacity Payment.** For the Term of this Agreement, Avista will pay the customer a "Capacity Payment" of \$50.00 divided by twelve (12) (the "kW Rate") multiplied by either: (i) the Customer's Accepted Capacity if no Events have been initiated, or (ii) the Customer's Delivered Capacity following an Event. If the Customer's Delivered Capacity is less than 50% of Accepted Capacity, then the Customer shall receive no Capacity Payment for that month.
13. **Performance Payment.** Performance, as defined in Section 9 of this Agreement, will be calculated by Edo. For the Term of this Agreement, Customer will receive monthly "Performance Payment" based on the performance evaluated by Edo, multiplied by the performance payment (\$0.20/kWh). The Performance Payment will be applied as a bill credit to the Customer's account in the month after the Event occurs.
14. **Term.** This Agreement is effective from the last date of execution through July 31, 2027 ("Term"), unless otherwise terminated in accordance with this Agreement.
15. **Access.** Upon receipt of the executed Agreement, Avista's installation contractors ("Installer") 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.
16. **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

Commented [GA3]: This seems too technical for describing "performance". I don't know if many customers will know what "load shed" means. Can we further clarify this at all?

Commented [GA4]: Will the Capacity Payments occur through the entirety of the Program?

Commented [M55R4]: yes, for all 3 years, it will be paid \$50*capacity for each year

Commented [M56R4]: for example, if their capacity is 20kw, they would be paid annually (50*20=1000) which would be divided into 12 payments on their bill. \$83.33 each month for the duration of the program.

Commented [GA7]: This is not defined – I presume this means the same thing as an "Event"?

Commented [M58R7]: yes.

Equipment, Customer will be required to produce the removed Equipment. Avista is not responsible for lost or damaged Equipment.

- **Support and Maintenance:** Avista and/or its agents will be available to answer questions about the Program or Equipment through the following email at: ConnectedCommunities@avistacorp.com.

17. **Costs.** Avista agrees to bear all the costs associated with installation of the Equipment, maintenance, and support of the Equipment under this Program. Customers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded in part by a United States Department of Energy grant.
18. **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](#) and will not use Customer Information for advertising, sales promotions, or publicity of any kind. 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.
19. **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.
20. **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.
21. **If Customer is a Tenant.** If the Property is leased by the Customer, the Customer must obtain authorization and additional 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.
22. **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.
23. **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 Customer requires removal and reinstallation of the Equipment, Customer must provide Avista with (30) days' written notice. **If Customer fails to notify Avista prior to removing any Equipment, Customer shall return the Equipment to Avista or Edo.**
24. **Disclaimer of Warranty.** The Parties agree that Avista shall not 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.
25. **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.
26. **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.
27. **Miscellaneous.** This Agreement sets forth the entire agreement and understanding between Avista and Customer for the 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

Commented [GA9]: Should there be a convenience fee for early termination?

Commented [MS10R9]: No, as long as we get the equipment back, we can find another customer to replace them.

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.

