

UE-161204 / Pacific Power & Light Company
May 1, 2017
CREA Data Request 0045

CREA Data Request 0045

Please produce the form electric service agreement and other documents that are used by Pacific Power for purposes of installing and providing for the customer's repayment of the Pacific Power lines, equipment, facilities and other capital costs for residential and non-residential customers.

Response to CREA Data Request 0045

The form agreements requested are those used for the installation of line extensions for electric service to customer loads, as provided for in Pacific Power's Rule 14.

Please see Attachment CREA 0045-1 for a list of form contracts. Please see Attachment CREA 0045-2 comprised of the form contracts listed in Attachment CREA 0045-1.

PREPARER: Rob Stewart

SPONSOR: TBD

Despite PacifiCorp's diligent efforts, certain information protected from disclosure by attorney-client privilege or other applicable privileges or law may have been included in response to these data requests. Accordingly, PacifiCorp reserves its right to seek the return of any privileged or protected materials that may have been inadvertently disclosed, and respectfully advise that any inadvertent disclosure should not be considered a waiver of any applicable privileges or rights. PacifiCorp respectfully requests that you inform PacifiCorp immediately if you become aware of any such materials in these responses.

WA UE-161204
CREA 0045

Attachment CREA 0045-2

WASHINGTON (Jan2017)
Account #:
Service ID #:
Monthly

Estimator's name
C/C:
Request #:
Contract #:

**SERVICE AGREEMENT FOR AN
APPLICANT BUILT LINE EXTENSION
(1000 KVA OR LESS)
between
PACIFIC POWER
and
//APPLICANT'S NAME//**

This Applicant Built Line Extension Agreement (“Agreement”), dated January 1, 2009 (the “Agreement Date”), is entered into by and between PacifiCorp, doing business as Pacific Power (“Company”), and //Applicant's Name// (“Applicant”), for the construction of a primary or secondary line extension (the “Line Extension”) located at or near //location//, in //county// County, state of Washington, which location is more specifically described in the Description of Real Property, attached to this Agreement as Exhibit A.

Applicant desires to build or contract with someone other than Company to build a primary or secondary voltage Line Extension. When the Applicant has completed construction of the Line Extension to Company’s satisfaction, the Applicant will transfer ownership of the Line Extension to Company, and Company will connect it to Company’s facilities, assume ownership, and provide electric service to the Applicant’s facilities. It is expressly understood and agreed that Company does not own the Line Extension during construction, nor does Company own the Line Extension after completion of construction unless and until it purchases the Line Extension as provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Applicant and Company agree as follows:

A. LINE EXTENSION CONSTRUCTION

- 1. Line Extension Design and Estimate.** Company designed the Line Extension and calculated the estimated cost of construction of the Line Extension to be (the “Line Extension Cost”) using its standard estimating methods. The minimum monthly charges, reimbursements, and refunds under Company’s Line Extension policy, are calculated from the Line Extension Cost, Line Extension Allowance and the Advance for a Company-Built line (“Advance”). The amount of the Advance is set forth in Section I and the Line Extension Allowance is set forth in Section II.A on the Schedule of Charges attached to this Agreement as Exhibit B and incorporated into this Agreement by reference (the “Schedule of Charges”).

2. Charges for Design and Estimating, Inspections, Connection Charges, and Other Charges.

- a. The estimated cost for the Design and Estimating, Inspection, and Connection Charges are set forth in Section II.B on the Schedule of Charges. Upon the execution of this Agreement, if the amount in Section II.B is larger than the amount in Section II.A on the Schedule of Charges, the Applicant shall pay to Company the difference.
- b. Applicant agrees to pay Company's actual costs for inspections and Other Charges. The estimates of these costs are given in the Schedule of Charges.
- c. The payment using the actual costs of paragraph A.2.b shall be made as part of the transfer of ownership of the Line Extension from Applicant to Company. The payment may either be from Company to Applicant or from Applicant to Company as given on the Schedule of Charges.

3. Additional Facilities and Services. The Applicant agrees to pay Company any additional costs incurred by Company arising from or relating to the Line Extension, including the installation of any additional facilities necessary to complete the Line Extension, within three (3) business days following receipt of a written request for payment, or absent such a request, Applicant agrees that the payment will be taken as an adjustment in the final refund/payment calculations.

4. Construction Standards.

- a. The Applicant must construct the Line Extension in strict accordance with Company's design, material specifications, and construction standards and along Company's selected route (together referred to as the "Construction Requirements"). Applicant agrees to be subject to inspections as deemed necessary by Company to insure the quality of installed facilities and workmanship. Applicant will promptly repair and make corrections upon notice by Company's inspector of such need. Applicant will notify Company prior to commencing any construction activity. Otherwise, Company will not accept ownership of the Line Extension or energize the Line Extension.
- b. The Applicant acknowledges receipt from Company of all information necessary for the Applicant to construct the Line Extension in strict compliance with the Construction Requirements. Such acknowledgment includes having returned to Company a signed original of the document titled, Applicant Built Line, Installation Process, Expectations and Requirements, Developers and Developers' Installation Contractors.
- c. The Applicant is solely responsible for construction, materials, means, methods and techniques with respect to the Line Extension. Any inspections or reviews performed by Company or third parties will not relieve the Applicant of its responsibility and liability for such construction, materials, means, methods and techniques.

5. **Rights-of-Way.** At no cost to Company, the Applicant shall provide to Company all required rights-of-way, easements and permits that Company in its sole discretion deems necessary or appropriate with respect to the Line Extension. Such rights of way, easements, and permits shall be in form and substance satisfactory to Company.

6. **Liability and Insurance.** The Applicant or the Applicant's subcontractor(s) assumes all risks for the construction of the Line Extension. Before starting construction of the Line Extension, the Applicant or Applicant's subcontractors(s) performing the work as identified below will furnish Company with a certificate naming Company as an "additional insured" under a general liability insurance policy in a minimum amount of \$1,000,000. The Applicant or Applicant's subcontractors performing the work may not cancel such insurance policy before transfer of ownership of the Line Extension to Company, including execution of the Bill of Sale. Each of the subcontractors providing certificates of "additional insured" must enter into an agreement with Company and be accepted by Company as indicated by an executed Exhibit D, to be attached to this contract. Unless Applicant elects to furnish the certificate of insurance, Applicant and Applicant's subcontractors shall not begin any construction activities until Exhibit D is fully executed. If Applicant furnishes such certificate of insurance, execution of Exhibit D is unnecessary.

7. **Transfer of Ownership.**
 - a. The Applicant will notify Company's inspector verbally or in writing of completion of the construction of the Line Extension.

 - b. Once completion is verified by Company's inspector verbally or in writing, the Applicant will, within three (3) business days, provide Company with a bill of sale with an assignment of all warranties, a full warranty of title, substantially in the form attached as Exhibit C to this Agreement and incorporated into this Agreement by reference (the "Bill of Sale"), and such other documents that Company deems necessary and appropriate to transfer ownership of the Line Extension to Company with good and marketable title, free and clear of any and all liens, claims, security interests, pledges, charges, taxes, and any other encumbrances of any nature whatsoever; and

 - c. Within five (5) business days following receipt of the Bill of Sale, Company will schedule the work to energize the Line Extension. Company is under no obligation to accept the Bill of Sale before full and complete satisfaction of all of the Applicant's obligations arising under or relating to this Agreement.

8. **Deficiencies in Construction/Warranty.** The Applicant warrants that all materials will be new unless otherwise specified, and that all work will be of the best quality, free from faults and defects and in strict conformance with the Construction Requirements. If, prior to or within twenty-four (24) months from the date that Company energizes the Line Extension, Company determines that the Applicant provided deficient material or workmanship or material or workmanship not strictly in accordance with the Construction Requirements or Company's standards, the

Applicant must reimburse Company or pay the cost to correct the deficiency or, in the sole discretion of Company, repair or replace the defective material or workmanship promptly. Company may, in its sole discretion, deduct the cost of any correction from any payment, refundable advance, or any other amount due from Company to the Applicant. This warranty is in addition to, and not in lieu of, other remedies provided by law, all of which Company explicitly reserves. This warranty shall in no way be deemed to shorten the limitation periods of the other remedies available to Company.

9. **Indemnity.** The Applicant will reimburse, indemnify, defend (with counsel approved by Company) and hold Company, and its respective employees, officers, directors, representatives, agents, successors, and assigns, harmless from and against any and all claims, actions, obligations, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting from or relating to the Applicant's performance or failure to perform any of its obligations arising under or pertaining to this Agreement. This indemnity obligation shall continue after and survive the transfer of ownership of the Line Extension to Company. The transfer of ownership of the Line Extension to Company and Company's payment of the Line Extension Allowance shall not release, or be deemed a waiver of, Company's right to enforce the Applicant's indemnity obligations following such transfer of ownership.
10. **Line Extension Allowance.** On acceptance of the Bill of Sale, Company will pay the Applicant the Line Extension Allowance, less the cost of any unreimbursed equipment or services provided by Company, as the purchase price of the Line Extension. If these other costs exceed the Line Extension Allowance, the Applicant will pay Company the difference. In no event shall the Line Extension Allowance exceed the Line Extension Cost.
11. **Termination.** If the Applicant fails to complete the Line Extension fully and finally to the satisfaction of Company in its sole discretion on or before 180 days after the Agreement Date, the Applicant expressly understands and agrees that Company is released from any obligations arising under or relating to this Agreement, including but not limited to payment of the Line Extension Allowance, and this Agreement shall be null and void and of no further force and effect.

B. ELECTRIC SERVICE

1. **Delivery of Power.** Company will provide 277/480 volt, single phase electric service to the Applicant's facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for

additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

2. Applicant Obligations. Following Company's energizing of the Line Extension, the Applicant agrees to:

- a. Take service for not less than sixty (60) months from the date Company energizes the Line Extension;
- b. Comply with all of Company's tariffs, procedures, specifications and requirements.
- c. Pay a Contract Minimum Billing (the "Contract Minimum Billing") the first sixty (60) consecutive months from the date Company energizes the Line Extension. The Contract Minimum Billing shall be the greater of (i) the **Applicant's monthly bill**; or, (2) \$0.00 (the **monthly facilities charge**) plus eighty percent (80%) of the **Applicant's monthly bill**. Billings will be based on Rate Schedule No. _____ and superseding schedules.

3. Optional Refunds (*Select **one** of the two following bolded options: "Contract Administration Credit", or "Refunds"*). Sections II through IV, Schedule of Charges, are used to calculate Applicant's advance to Company, or, credit from Company to Applicant. Refunds to Applicant as a result of additional customers connecting to the Line Extension are based on the refundable portion of the Advance, Section I, Schedule of Charges. The net advance, or credit, is the amount Applicant actually pays to, or receives from, Company upon job completion, as given in the Schedule of Charges, adjusted by the \$250 credit to Applicant if they waive their right to refunds. By selecting the first option below Applicant waives their right to refunds and receives the \$250 credit; by selecting the second option below Applicant retains their right to refunds.

___ **Contract Administration Credit.** Applicant chooses to receive a Contract Administration Credit of \$250 and **Applicant waives their right to refunds should additional customers connect to this line.**

___ **Refunds.** Applicant remains eligible for refunds. Company will collect an amount equal to twenty-five percent (25%) of the Advance for shared facilities for additional connections to the Line Extension. Company will pay the Applicant such amount collected:

- a. only after Company collects such amount; and
- b. for the first three such additional connection(s) that connect to the Line Extension within five years from the date Company energizes the Line Extension.

4. Adjustment of Contract Minimum Billings. Company will appropriately adjust the Contract Minimum Billings for each additional connection to the Line Extension.

5. **Underground Facilities.** Company may abandon in place any underground cables installed in connection with the construction of the Line Extension that in Company's sole discretion are no longer useful.

6. **Special Provisions:**

C. **GENERAL**

1. **Regulatory Authority.** All provisions of this Agreement are subject to the jurisdiction of the Washington Utilities and Transportation Commission, as are the rates, rules, and regulations of Company's filed tariff which are incorporated into this Agreement by this reference. Company's tariff is available for review upon the Applicant's request.
2. **Effectiveness.** Company will not be bound by the terms and provisions of this Agreement unless Company receives an original of this Agreement signed by the Applicant and payment of the Initial Advance given in the Schedule of Charges within ninety (90) days of the Agreement Date.
3. **Assignment.** This Agreement will benefit and be binding on the respective successors and assigns of the Applicant and Company; provided however, that no assignment by the Applicant will be effective without Company's prior written consent. Company's consent will not be unreasonably withheld.
4. **Amendments and Waivers.** Any term of this Agreement may be amended or modified and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only in writing signed by the parties to this Agreement.
5. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
6. **Legal Fees.** The prevailing party in any proceeding required to enforce this Agreement shall be entitled to recover from the other all costs and expenses of enforcement, including reasonable legal fees prior to and at trial, on appeal, on any petition for review, in any arbitration, in any administrative or bankruptcy proceeding and in any other judicial, quasi-judicial or nonjudicial proceeding.
7. **Waiver of Jury Trial.** **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

- 8. **Dispute Resolution.** If a dispute arises under or relates to this Agreement or the breach of this Agreement, and if such dispute cannot be settled through direct discussions, the Applicant and Company agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Portland, Oregon under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising under or relating to this Agreement, or breach of this Agreement, shall be settled by arbitration to be held in Portland, Oregon in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
- 9. **Notices.** Any notice or notification required, permitted or contemplated under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below its respective signature line or at such other address as each party may designate for itself from time to time by notice under this Agreement, and shall be deemed to have been validly served, given or delivered (i) three business days following deposit in the United States mails, with first class postage prepaid, (ii) the next business day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) upon receipt of notice given by fax, mailgram, electronic mail, telegram, telex, or personal delivery.
- 10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11. **Governing Law.** This Agreement shall be construed and enforced under the laws of the State of Washington, exclusive of choice of law rules or principles.
- 12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Applicant and Company with respect to the Line Extension and replaces all prior communications, whether oral or written, with regards to the Line Extension.

The Applicant and Company execute this Agreement as of the date given below Applicant's signature, or in absence of a date given there, the date given below Company's signature.

//APPLICANT'S NAME//

PACIFIC POWER

By _____

By _____

Title: _____

Title:

Name: _____

Name:

(type or print legibly)

Date: _____

Date: _____

Applicant's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

Fax No: _____

E-mail: _____

Pacific Power's Mailing Address for Executed Contract

ADDRESS

CITY, STATE, ZIP

Fax No.: _____

E-mail:

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Attachment CREA 0045-2

Contract #:
Request #:

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Contract #:
Req.

EXHIBIT B

SCHEDULE OF CHARGES

I. Company - Built Lines

If Company builds this Line Extension for Applicant, the Advance is: _____
This amount, or a portion of this amount, is potentially refundable if additional customers connect to the Line Extension within five years, irrespective of who builds the Line Extension.

II. Applicant - Contracted Lines (Applicant Built Line)

If Applicant contracts to build the Line Extension, they will receive the Line Extension Allowance less Applicant Costs less Other Charges as given below.

A. Line Extension Allowance A = _____

B. Applicant Costs (for Applicant Built Line)

Design and Estimating

Estimated Inspections (Based on _____ man hrs)

Connection Charges

*** TOTAL ***

B =

These amounts are based on the estimated time and costs necessary to complete the work. Inspections will be trued up to actual costs.

If the total for (B) above is *more* than the Line Extension Allowance (A), then Applicant must pay the difference (B-A), which is _____ (the "Initial Advance" or "Pmt1") before Company will provide design, contracts, etc. **Applicant agrees to pay this amount before starting construction.**

Upon completion of the Line Extension, Company will determine whether a payment is due to Applicant or whether Applicant owes Company. This is determined by (A+Pmt1) – (B+Other Charges), using B adjusted for actual inspection costs. If this sum is positive Company pays this amount to Applicant. If the sum is negative, Applicant pays Company the sum of (B+Other Charges) – (A+Pmt1).

OTHER CHARGES

There may be other charges for work in connection with the line extension, regardless of who builds it. Applicant is responsible to pay the sum of the actual costs of the charges of III. Applicant Option and IV. Pre-Existing Line Under Contract (together the "Other Charges").

III. Applicant Option

Applicant has the responsibility of providing the following services. However Applicant may request Company to provide them at Applicant's expense. Applicant requests the following:

Company may procure right-of-way, including purchase and surveying.

This will be based on *actual costs*. Company estimates these costs at: _____

Company may obtain crossing permits, environmental surveys, surveys and other services necessary to cross other utilities, governmental land and other streets and highways. These will be based on *actual costs*. Company estimates these costs at: _____

TOTAL (III. Applicant Option) _____

IV. Pre-Existing Line Under Contract

For extensions that attach to a line where refunds are owed to the original customer(s) Applicant must advance the following: _____

Contract #:
W.O. #:

EXHIBIT C

BILL OF SALE

For valuable consideration, of which the undersigned acknowledges receipt, the undersigned sells, transfers, assigns, and conveys to PacifiCorp, doing business as Pacific Power (“Company”), all of the undersigned’s right, title and interest in and to the Line Extension located at or near //location//, in //county// County, State of Washington, which location is more specifically described in the attached Description of Real Property (Exhibit A), including but not limited to all fixtures, improvements, parts, equipment, machinery, and components of such Line Extension and all rights under any contracts or agreements or other intangible rights with respect to such Line Extension (the “Property”).

The undersigned represents and warrants to Company that immediately prior to the execution of this Bill of Sale the undersigned had, and on the delivery to and receipt of this Bill of Sale by Company, Company will have, good, valid and marketable title to the Property, free and clear of any and all liens, claims, security interests, pledges, charges, taxes, and any other encumbrances of any nature whatsoever.

The undersigned shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer, and assignment and all notices, releases and other documents as may be necessary or appropriate in Company’s discretion to transfer the ownership of the Property to Company or to otherwise effectuate the purposes of this Bill of Sale.

This instrument shall be construed and enforced in accordance with the laws of the State of Washington, exclusive of choice of law rules or principles.

//APPLICANT'S NAME//

Signature: _____

Name: _____

Title: _____

Date: _____

_____ **ACCEPTANCE OF BILL OF SALE** _____

PACIFIC POWER

Signature: _____

Name: _____

Title: _____

Date: _____

Contract #:
W.O. #:
//Applicant's Name//

EXHIBIT D

**AGREEMENT TO PROVIDE
LIABILITY INSURANCE CERTIFICATE**

Pursuant to Section A.6 of the Applicant Built Line Extension Agreement, dated as of January 1, 2099, (the "Agreement"), entered into between //Applicant's Name// ("Applicant"), and **Pacific Power** ("Company"), //Subcontractor's Legal Name// ("Subcontractor") agrees as follows:

Subcontractor assumes all risks for the construction of the Line Extension. Before starting construction of the Line Extension, Subcontractor performing the work as identified in the Agreement will furnish Company with a certificate naming Company as an "additional insured" under a general liability insurance policy in a minimum amount of \$1,000,000. Subcontractor agrees to maintain such insurance policy until after transfer of ownership of the Line Extension to Company by Applicant, including execution of the Bill of Sale.

Company agrees to accept Subcontractor's certificate. Company also agrees to notify Subcontractor upon execution of the Bill of Sale by written notice to Subcontractor's address as given below.

Subcontractor and Company execute this Agreement as of the dates given below.

**//SUBCONTRACTOR'S LEGAL
NAME//**

PACIFIC POWER

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Address: _____

Address: _____

Fax No.: _____

Fax No.: _____

E-mail: _____

E-mail: _____

Applicant certifies that //Subcontractor's Legal Name// is a Subcontractor that will perform work as designated in the Agreement.

//APPLICANT'S NAME// Signature: _____

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Attachment CREA 0045-2

(WA Nov2016)

Account #:
Service ID #:

Estimator's name
C/C:
Request #:
Contract #:

DEVELOPMENT BACKBONE CONTRACT
between
PACIFIC POWER
and
//CUSTOMER'S NAME//

This Development Backbone Contract ("Contract"), dated _____ is between PacifiCorp, doing business as Pacific Power ("Company"), and **//Customer's Name//** ("Customer"), for a commercial **Development Backbone Distribution System** for Customer's development to be known as _____ (the "Development"); located at or near _____, Washington, for _____ lots within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Rules") of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 7200/12,470 volt, three-phase electric service to said lots within the Development.
- 2. Extension Costs.** Customer agrees to pay all construction costs (the "Advance") for the improvements (the "Improvements"). Customer's total Advance is \$0.00. Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00. The portion of the Advance for Improvements within the Development is non-refundable. For the portion of the Advance for Improvements outside the Development, refunds will be treated in accordance with the selected option below. **(Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)**

____ **Refund Option.** The **balance due is \$0.00.** Customer's Advance for Improvements outside the Development is \$0.00. If additional customers connect to the Improvements outside the Development within sixty (60) months of the date the Company is first ready to supply service to the Development, the Company will refund 25% of the refundable Customer Advance allocable to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$0.00.**

3. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and within Customer's Development and/or adjoining property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.

4. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all vaults, pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 4 shall survive the termination of this agreement.

5. Effective. This Contract will expire unless Customer:

- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract; and
- b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end of this Contract.

6. Special Provisions: None

- 7. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 8. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 9. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have

been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 10. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 11. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 12. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

//CUSTOMER'S NAME//

PACIFIC POWER

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

DATE

Customer's Mailing Address for Executed Contract

Pacific Power's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

EMAIL ADDRESS

EMAIL ADDRESS

WA UE-161204
CREA 0045

Attachment CREA 0045-2

(WA Feb2017)
Account #:
Service ID #:
Monthly

Estimator name
C/C:
Request #:
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
//CUSTOMER'S NAME//**

This General Service Contract ("Contract"), dated _____, is between PacifiCorp, doing business as Pacific Power ("Company"), and **//Customer's Name//** ("Customer"), for electric service for Customer's _____ operation at or near _____, Washington.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
- 2. Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be _____ kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
- 3. Extension Costs.** Company agrees to invest \$0.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. **(Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

____ **Refund Option.** The total Customer Advance for this work is \$0.00, and the **balance due is \$0.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty-five percent (25%) of the refundable

Customer Advance allocable to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$0.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$ (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require

customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information.** Upon the Company's request, and upon Company entering into a confidentiality agreement with Customer, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
- 18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

//CUSTOMER'S NAME//

PACIFIC POWER

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

DATE

Customer's Mailing Address for Executed Contract

Pacific Power's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

EMAIL ADDRESS

EMAIL ADDRESS

WA UE-161204
CREA 0045

Attachment CREA 0045-2

(WA Feb2017- NoRfnd)
Account #:
Service ID #:
Monthly

Estimator name
C/C:
Request #:
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
//CUSTOMER'S NAME//**

This General Service Contract ("Contract"), dated _____, is between PacifiCorp, doing business as Pacific Power ("Company"), and **//Customer's Name//** ("Customer"), for electric service for Customer's _____ operation at or near _____, Washington.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
- 2. Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be _____ kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
- 3. Extension Costs.** Company agrees to invest \$0.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$0.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$0.00.**
- 4. Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$ _____ (the **monthly facilities**

charge) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. _____ and superseding schedules.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
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If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** None
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric

Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

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The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the

event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the

collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

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//CUSTOMER'S NAME//

PACIFIC POWER

By _____
signature

By _____
signature

NAME (type or print legibly) TITLE

NAME (type or print legibly) TITLE

DATE

DATE

Customer's Mailing Address for Executed Contract

Pacific Power's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

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EMAIL ADDRESS

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