

**AC LEVEL 2  
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) MAKE READY SITE AGREEMENT  
(NON-RESIDENTIAL)**

**Avista Contract No. R-\_\_\_\_\_**

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT MAKE READY SITE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) between Avista Corporation, a Washington corporation, whose address is 1411 E. Mission Avenue, Spokane, WA 99220 (hereinafter referred to as “Avista”), and \_\_\_\_\_, a Washington State \_\_\_\_\_, whose address is \_\_\_\_\_

(hereinafter referred to as “Host”).<sup>1</sup> Avista and Host may be collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, Avista provides a make ready program to its customers for the installation and maintenance of dedicated Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s) as required for the installation of Electric Vehicle Supply Equipment (“EVSE”) to be installed, owned, and maintained by the Host at designated locations throughout Avista’s regulated service territory (“Program”);

WHEREAS, Avista will pay up to \$5,000 per EVSE port installed to cover make ready ~~premises~~ installation costs, in addition to an appropriately sized service transformer when required; and

WHEREAS, Avista and Host agree to work together to establish make ready EVSE locations on Host’s property as defined in the Site Listing attached hereto as **Exhibit A** (the “Site(s)”) and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

**SECTION 1. MAKE READY SITE AGREEMENT**

This Agreement contains the basic terms and conditions that will govern each Site on which Host has requested and agreed to make ready installation and operation of Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s) necessary to serve Host’s EVSE (“Make Ready Work”). When the Parties agree upon a Site for the EVSE pursuant to terms and conditions of this Agreement, the Site shall be added to the Site Listing attached hereto as **Exhibit A** without the need to amend this Agreement.

<sup>1</sup> NTD: If Host leases the property described herein below, then the owner of the property shall be a party to this Agreement and references to Host in this Agreement shall also include the property owner.

## **SECTION 2. DEFINITIONS**

“Electric Vehicle” OR “EV” means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways.

“AC Level 2 Electric Vehicle Supply Equipment” or “EVSE” means the Host’s owned, installed, and maintained device used to deliver electricity from the Premises Wiring (defined below) to the electric vehicle, listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device. AC Level 2 EVSE must meet connector standards J1772 and/or NACS. As further discussed below, Host shall install, own and maintain the EVSE, including that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, Host’s policies and procedures and local municipal codes.

“Premises Wiring” means all electrical equipment from the utility meter to the EVSE, including the electric supply panel and the Dedicated Circuit wiring connecting the supply panel to the EVSE, the final junction box supplying the EVSE, and connecting receptacle as applicable.

“Dedicated Circuit(s)” means one or more 208/240 VAC, 100 ampere or lower circuits that supply electricity from Host’s supply panel directly and exclusively to the installed AC Level 2 EVSE, not including the Dedicated Circuit breaker located inside the supply panel.

“Dedicated Supply Panel(s)” means one or more dedicated supply panels of 480V or lower, and the circuit breakers contained in the supply panel; a dedicated supply panel exclusively serves EVSE and no other electrical loads.

## **SECTION 3. EVSE AND AVISTA’S MAKE READY PROGRAM**

a. As part of this Agreement for Make Ready Work, Avista will own, install, and maintain dedicated Premises Wiring, Dedicated Circuit(s), Dedicated Supply Panel(s), provided that Avista will only pay (directly to contractor) up to \$5,000 per EVSE port installed to cover the Make Ready Work installation costs, in addition to an appropriately sized service transformer when required. Host shall pay to Avista’s selected contractor all amounts above and beyond the \$5,000 per EVSE port to cover the Make Ready Work installation costs, as agreed upon prior to installation. Host shall install, own and maintain the EVSE. Host shall pay for EVSE purchase costs ~~and direct installation costs of the EVSE~~, as well as any ongoing maintenance costs of the EVSE. Host may agree to allow Avista, through an independent contractor, to install the EVSE, or to utilize another third-party to complete the direct EVSE installation; if Host elects to have ~~Avista’s another third-party~~ contractor install the EVSE, Host shall pay ~~the Host’s Avista’s~~ contractor for ~~any the~~ EVSE installation costs.

b. Avista will install Dedicated Supply Panel(s) and Dedicated Circuit(s) as needed to “make ready” the Site for installation of EVSE owned and maintained by Host. Host acknowledges

and agrees that the Site is only eligible for the Program if dedicated Premises Wiring, Dedicated Circuit(s), Dedicated Supply Panel(s) are dedicated to exclusively supply electricity to EVSE; if Host uses the dedicated Premises Wiring, Dedicated Circuit(s), Dedicated Supply Panel(s) for purposes other than EVSE, Host shall, upon discovery and request by Avista, reimburse Avista for its Make Ready Work installation costs.

- c. Host must demonstrate EVSE on-hand or on-order to be eligible for the Program. Avista shall have no obligation to move forward with the Make Ready Work until Host provides evidence of EVSE on-hand or on-order.
- d. Sites selected for the Make Ready Work installation shall be identified in the Site Listing attached hereto as **Exhibit A**.
- e. Host, at Host's expense, shall provide, install, own, maintain, repair or replace (collectively, the "EVSE Work") the EVSE on property owned by Host (the "Sites") or if leased by Host, subject to the property owner's approval, per the Site Listing attached hereto as **Exhibit A**, which is incorporated herein by this reference. The Parties may expand the number of EVSE at a given Site or identify additional Sites by adding to the Site Listing in **Exhibit A** without the need to amend this Agreement. The Make Ready Work will include the Premises Wiring necessary to supply power to the EVSE. Sites will be designed to accommodate initial EVSE installation, and where practicable allow for future low-cost additional EVSE installation, according to a site plan agreed to by Avista and Host prior to installation. Host will purchase the EVSE and cover any applicable network or commissioning fees. ~~direct installation costs.~~ Avista will own and maintain any new Dedicated Circuit(s), Dedicated Supply Panel(s), and Premises Wiring). Host will retain ownership of the EVSE and any other Premises Wiring at the Site serving other electrical loads.
- f. Avista shall provide electric utility services to Host, and Host shall pay for such services consistent with the applicable electric utility tariff in force and effect. Host, in its sole discretion, shall have the right to repair, modify or replace the EVSE with like-for-like EVSE equipment at any time during the Term of this Agreement. The EVSE Work shall be performed in a good and competent manner, and Host shall, at its expense, obtain all necessary and required permits and approvals from the applicable government agency prior to commencing the EVSE Work on the Sites.
- g. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE installed by Host shall remain with Host. Dedicated Circuits, Dedicated Panels, and Premises Wiring installed by Avista shall remain with Avista. Host shall ensure that any Dedicated Circuits, Dedicated Panels, and Premises Wiring shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Sites by Host shall not include the Dedicated Circuits, Dedicated Panels, and Premises Wiring without Avista's express written consent.
- h. Host may utilize EVSE solely for its own purpose, or may offer use of the EVSE to the general public. In the case of EVSE made available to the public, Host shall clearly post on the Site the manner and means whereby a customer may utilize the EVSE, including any payment methods, all fees associated with use of the EVSE, and the means to contact Host or other third-party

resources with any and all questions, comments or concerns they may have regarding the use of the EVSE.

- i. Avista shall use reasonable efforts to provide Host with at least one (1) day prior notice in the event Avista needs access to the Site(s) for the installation, repair or maintenance of the Dedicated Circuits, Dedicated Panels, and Premises Wiring. In the event of an emergency, Avista shall provide Host with as much prior notice as is reasonably practical given the circumstances before accessing the Site(s).

#### **SECTION 4. MODIFICATIONS TO THE MAKE READY WORK**

Host shall not permit anyone other than Avista or its designees to maintain, modify, repair, or replace the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s). If Host discovers any need for repair or replacement with respect to the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), Host shall immediately contact Avista to schedule such maintenance work. Host recognizes and agrees that if Host allows anyone other than Avista or its designees to maintain, modify, repair, or replace the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), or if Host fails to immediately notify Avista of any need for repair or replacement with respect to the Premises Wiring, Dedicated Circuit(s), Dedicated Supply Panel(s), Avista shall not be liable for any injury to person or property related to or caused by the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s).

#### **SECTION 5. HOST'S OBLIGATIONS**

Throughout the Term of this Agreement:

- a. Host shall grant to Avista non-exclusive access to the Site(s) and sufficient space for locating the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s) as may be deemed necessary or desirable by Avista for the Make Ready Work. In the event Host desires to offer an EVSE to the general public, Host must ensure that the Site(s) is zoned to allow the EVSE's availability to the general public. If the Work requires any substantial and additional improvements to the Site, Host shall be responsible for such improvement at Host's sole expense. Site improvement expenses shall be estimated and agreed upon prior to commencing installations.
- b. Host shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the operation of the EVSE, including environmental requirements associated therewith.
- c. If Host chooses to require user fees for the use of EVSE, Host will determine the appropriate rate to charge for the service, with assistance from Avista. All EVSE must comply with applicable state law and regulations per RCW 19.94.550 – 585.
- d. Host must maintain the area surrounding the EVSE and will promptly notify Avista of any problems related to any Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s). Host's maintenance obligations include, but are not limited to, pavement maintenance, snow removal services and regular garbage removal. In the event any Premises Wiring, Dedicated

Circuit(s), and Dedicated Supply Panel(s) fails to operate or otherwise requires repair, Host shall promptly notify Avista.

e. Host agrees to designate Avista as the Credit Generator as defined by WAC 173-242-110, for any Washington State Clean Fuels Program (CFP) credits that may be eligible as a result of vehicle charging at the Site, as prescribed by WAC 173-424-220(3) and (4). Host agrees to provide Avista any required electricity data. Avista also accepts all CFP responsibilities as the fueling reporting entity and Credit Generator.

f. Host may install any EVSE that meet safety, interoperability, and load management requirements, however any additional costs, including network management costs, are the responsibility of the Host.

f.g. Host agrees to participate in current and future load management programs whereby EVs utilizing the EVSE may be programmed or controlled to charge during certain desirable times, and/or EVSE power output may be controlled to maximize grid benefits, provided prior notice is given by Avista of such events and the Host and/or end users of such events and end users retain the ability to override load management events when necessary.

g.h. Host, at no cost to Host, agrees to participate in surveys and provide feedback about the program as well as cooperate with Avista in fulfilling Avista's reporting requirements to any federal, state or local regulatory or governing entities.

h.i. If the Premises Wiring, Dedicated Circuit(s), or Dedicated Supply Panel(s), installed by Avista, are damaged as the result of Host's or Host's agents' or employees' intentional, reckless, or negligent conduct, Host shall immediately notify Avista of the damage. Within a reasonable time period of Avista becoming aware of such damage, Avista or a third-party independent contractor of Avista's choice, will assess the damage and make replacements or repairs to the damaged Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s). Host shall be liable for, and shall reimburse, Avista for any and all costs and expense incurred by Avista related to assessment, repair, and replacement resulting from the damage caused by Host or Host's agents and employees. Host shall reimburse Avista for its costs and expenses within thirty (30) days of Avista submitting its invoice and/or receipts to Host, or within such other time period or payment schedule as mutually agreed upon between the Host and Avista.

h.j. Host shall maintain the EVSE in good working order and make prompt repairs as needed to ensure availability and utilization of the EVSE during the Term of this Agreement (as defined in Section 6). In the event that Host is unable to satisfactorily maintain the EVSE for a period of greater than 60 days, prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date, Avista may terminate and require Host to reimburse Avista for its costs related to the Make Ready Work.

## **SECTION 6. TERM**

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated by either Avista or Host, whether for cause or for convenience. To terminate this Agreement, the Party seeking to terminate the Agreement, shall provide the other Party with thirty (30) days' written notice of termination. If Host ceases use of the EVSE or ceases use of the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), for purposes of serving EVSE prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date, the Host shall reimburse Avista for its Make Ready Work installation

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Avista Contract R-\_\_\_\_\_

### **NON-RESIDENTIAL AC LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT**

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costs. If Host ceases use of the EVSE or ceases use of the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s) prior to the expiration of the Term, Avista may, at its option, gift the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), to Host.

#### **SECTION 7. TERMINATION**

- a. Avista may terminate the Agreement prior to the expiration of the Term for convenience. In such event, Avista may, at its option, gift the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), at Host's cost, and this Agreement shall be terminated upon such removal.
- b. If Host requests to relocate an EVSE (but not to terminate the Agreement within five (5) years of completion of the Make Ready Work), Host shall provide Avista with no less than sixty (60) days' written notice advising Avista of Host's relocation request. Upon receipt of Host's relocation request, Avista shall have thirty (30) days to consider and consent to the request, which consent shall not be unreasonably withheld. If Avista consents to the relocation request, all costs and expenses associated with the relocation and remediation of the original Site shall be paid by Host. Host shall, at Host's sole expense, exclusively utilize Avista's third party independent contractor to install equipment necessary to extend the Dedicated Circuit(s) and Premises Wiring to the new location. If Avista consents to the relocation, Host will receive an estimate for relocation costs prior to moving forward with relocation. Regardless of whether Avista approves or denies the relocation request, this Agreement shall remain in effect for the remainder of the Term. Host acknowledges that failure to utilize Avista's third-party independent contractor for Make Ready Work installations or relocations will relieve Avista of any future liability with respect to the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s).

#### **SECTION 8. INSURANCE COVERAGE**

- a. As of the Effective Date of this Agreement, each Party will procure and maintain in good standing for the Term of this Agreement, insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights and privileges granted under this Agreement. These insurance limits may include a combination of self and commercial insurance, written on an occurrence basis.
- b. Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement the following coverages: i) commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) workers' compensation insurance as specified by state law.

- c. Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party to this Agreement.

**SECTION 9. INDEMNIFICATION**

To the maximum extent permitted by applicable law, each Party shall indemnify and defend the other Party, including its parent, subsidiary and affiliate companies, officers, employees and agents from and against all repairs, liability, loss, costs, claims, damages, expenses, judgments and awards, whether or not covered by the indemnifying Party's insurance, arising or claimed to have arisen wholly or in part from the indemnifying Party's, or its agents', acts or omissions or negligence at or arising from the Sites or arising from the Parties' performance under this Agreement, which resulted in:

- a. Injury to (including mental or emotional) or death of any person, including employees of the Parties (including parent, subsidiary and affiliate companies) and including any agents or authorized, independent contractors of the Parties; or
- b. Damage to or destruction of any property (real, personal, tangible or intangible) including without limitation real or personal property of any third party;
- c. Any allegation or violation of any third-party intellectual property right, including but not limited to violations of patents, copyrights, trademarks or trade secrets; or
- d. Any violation of applicable federal, state and local laws (and the rules and regulations of any lawful regulatory body acting thereunder in connection with this Agreement).

Indemnification shall include all costs including attorneys' fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement.

**SECTION 10. WARRANTY**

EXCEPT AS OTHERWISE LIMITED HEREIN, AVISTA WARRANTS THAT MAKE READY WORK PERFORMED BY AVISTA'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM LIENS, DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY MAKE READY WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, AVISTA SHALL REPAIR OR REPLACE SUCH DEFECTIVE MAKE READY WORK AT NO COST TO HOST. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE MAKE READY WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF AVISTA TO COMPLY WITH AVISTA'S WARRANTY OBLIGATIONS, AND AVISTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS.

**SECTION 11. LIMITATION OF LIABILITY**

- a. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO: i) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; ii) WITH RESPECT TO AVISTA, ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO AVISTA OR AVISTA’S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK; iii) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR iv) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- b. UNDER NO CIRCUMSTANCES WILL AVISTA OR ANY AVISTA AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR BE HELD LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NONUSE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY MAKE READY WORK, EVSE OR ASSOCIATED EVSE INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EQUIPMENT. AVISTA WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY HOST FOR PURCHASING ANY EVSE, VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE MAKE READY WORK TO HOST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**SECTION 12. MISCELLANEOUS PROVISIONS**

- a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations, including Americans with Disabilities Act (ADA), if Host is offering the use any of the EVSE to the general public.
- b. Assignment. In the event Host sells the Site, or ownership of the Site transfers to another party during the Term of this Agreement, the rights and obligations of this Agreement will automatically assign to the new owner of the Site for the remainder of the Term. (Such new owner may also be referred to as a “successor” or “assign” of Host, depending on the circumstances of ownership transfer.) The terms and conditions of this Agreement shall bind any successors and assigns of the Parties.



- c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.
- d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
- f. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the Make Ready Work performed pursuant to the Agreement, Host may call the Avista Representative listed in this Agreement during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and resolve such disputes within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Washington Utilities and Transportation Commission (the "Commission") by contacting the Consumer Protection section of the Commission at 1-888-333-9882 or complete an online complaint form at [www.utc.wa.gov](http://www.utc.wa.gov). Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- g. Public Communication. Host agrees to cooperate with Avista in maintaining good community relations. Avista will issue all public statements, press releases, and similar publicity concerning the Make Ready Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Avista.
- h. Non-waiver. Either Party's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or either Party's waiver of any breach hereunder shall not thereafter waive any of the Party's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by the Party in writing.
- i. Merger. This Agreement embodies the entire agreement between Avista and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.
- j. Consent; Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the EVSE, Make Ready Work or any future maintenance or repairs to the Premises Wiring, Dedicated Circuit(s), and Dedicated Supply Panel(s), with Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the Make Ready Work, maintenance, or repairs to Host.

- k. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 3 (EVSE and Avista’s Make Ready Program); Section 5 (Host’s Obligations); Section 8 (Insurance Coverage); Section 9 (Indemnification); Section 10 (Warranty); Section 11 (Limitation of Liability); Section 12(a) (Compliance with Laws) and Section 12(j) (Consent; Privacy Law).
- l. Attorney Fees. Should either Party institute any action or proceeding in court to enforce or interpret any provisions hereof or for damages by reason of any alleged breach or default of any provision of this Agreement or for a declaration of such Party’s rights or obligations hereunder, or for any other judicial remedy, each Party shall be responsible for its attorney fees, expenses, and any other legal fees.

**SECTION 13. NOTICES**

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

<p><b>Avista Corporation</b>          Attn: Rendall Farley          1411 East Mission Avenue,          MSC-15          Spokane, Washington 99220  <a href="mailto:Rendall.farley@avistacorp.com">Rendall.farley@avistacorp.com</a>          509-495-2823</p>	<p><b>Host</b>          Attn: _____          _____          _____          _____          _____</p>
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Either Party may change the above contact information by providing written notice of such change.

*[signature page follows]*

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents as of the date first above written.

**Host**

**Avista**

**AVISTA CORPORATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**MAKE READY SITE LISTING**

For Avista Electric Vehicle Supply Equipment Make Ready Site Agreement  
Avista Contract No. R-\_\_\_\_\_

Sites are listed below for reference, which may be added over time as agreed to by all authorized parties and subject to this Electric Vehicle Supply Equipment Make Ready Site Agreement.

<b>Site #</b>	<b>Date Installed</b>	<b>Facility/Location Description</b>	<b>Facility Address</b>	<b># of EVSE ports</b>
1				
2				
3				
4				
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