



Avista's Electric Vehicle Charging Program

RESIDENTIAL APPLICATION (for Electric Washington Customers)

Customer Information

First Name _____ Last Name _____
Address Number _____ Street Direction _____ Street Name _____ Street Type _____
City _____ State _____ Zip Code _____ Current Avista Customer _____
Phone _____ E-mail _____ Avista Account Number _____

Electric Vehicle Information

Model Year _____ Make _____ Model _____ Odometer Reading _____
EV Waiting List _____ If YES, please provide your final delivery date _____
If NO, please provide purchase date _____ Did you purchase your EV used? _____

Additional Information

1. Do you plan to commute to work regularly with your electric vehicle?

2. If applicable, what is the name of your employer? *(We will not contact your employer without your permission)*

3. Does your employer offer workplace charging for your EV? _____
4. Where do you normally plan to park your EV overnight? _____
5. Where is the electrical panel located in the home? _____
6. Where do you want to have the charger located, and where is this in relationship to the panel?

7. Are the walls and ceilings open studs, or finished around the panel and over to the charger location?

8. Please attach a picture of your electrical panel with the cover open showing the breakers and/or the name on the panel and if there appears to be any open spaces for new breakers, with this application.

By submitting this form, Customer hereby agrees to abide by the Terms and Conditions attached hereto and incorporated herein by reference. Customer further grants permission for a contractor to contact Customer to arrange a site visit and quote.

Customer Signature _____ Date _____

Avista Approval:

Date:

TERMS AND CONDITIONS

SECTION 1. 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 installed device used to deliver electricity from the Premises Wiring (defined below) to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and 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. As further discussed below, Avista 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, Customer'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. As part of the direct installation of the EVSE, Customer may allow Avista or Avista's authorized third party independent contractor to install the Premises Wiring required to provide power to the EVSE. With the exception of Dedicated Circuits installed by Avista, Customer shall own and maintain all Premises Wiring.

"Dedicated Circuit" means one or more 208/240 VAC, 100 ampere or lower circuits that supply electricity from Customer's supply panel directly to the installed AC Level 2 EVSE, not including the Dedicated Circuit breaker located inside the supply panel. If a Dedicated Circuit exists prior to Avista's EVSE installation and may be used to supply power to the EVSE, Customer shall retain ownership and is wholly responsible for this Dedicated Circuit, including maintenance and ensuring that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, and local municipal codes. If a Dedicated Circuit to the EVSE does not exist, Customer may allow Avista to install a Dedicated Circuit, owned and maintained by Avista as part of the direct installation of the EVSE. Customer shall own and maintain other Premises Wiring such as the supply panel or circuit breakers located inside the supply panel.

SECTION 2. EVSE AND PREMISES WIRING INSTALLATION, MAINTENANCE AND TITLE

- a. Avista, through Avista's network of authorized third-party independent contractors and at Avista's expense, shall provide, install, own, maintain, repair or replace (collectively the "Work") the EVSEs on property owned by Customer (the "Subject Property"). The charging installations will include the EVSE and Premises Wiring necessary to supply power to the EVSE. Avista will purchase the EVSE and cover direct installation costs including 50% of Dedicated Circuit installation costs up to a maximum of \$1,000 per EVSE port connection. Avista will own and maintain the EVSE and any new Dedicated Circuit(s). Customer will retain ownership of other Premises Wiring including the supply panel and circuit breakers located in the supply panel.
- b. Subject to Section 3 paragraph g. below, Avista shall, at all times during the Term (defined below) of this Agreement, at its sole cost and expense, keep the EVSEs and Dedicated Circuits installed by Avista in working condition and repair, ordinary wear and tear excepted. Avista shall provide electric utility services to Customer, and Customer shall pay for such service consistent with the applicable electric utility tariff in force and effect. Avista, in Avista's sole discretion, shall have the right to repair, modify or replace the EVSEs with like-for-like EVSE equipment at any time during the Term of this Agreement.
- c. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE and Dedicated Circuits installed by Avista shall remain with Avista. Customer shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Customer, and any sale of the Subject Property by Customer shall not include the EVSEs.
- d. Avista shall use reasonable efforts to provide Customer with at least one day prior notice in the event Avista needs access to the Subject Property for the installation, repair or maintenance of the EVSEs. In the event of an emergency, Avista shall provide Customer with as much prior notice as is reasonably practical given the circumstances before accessing the Subject Property.

SECTION 3. CUSTOMER'S EVSE OBLIGATIONS

Throughout the Term of this Agreement:

- a. Customer shall grant to Avista non-exclusive access to the Subject Property and sufficient space for locating the EVSEs at the Subject Property as may be deemed necessary or desirable by Avista for the Work. If the Work requires any substantial and additional improvements to the Subject Property that exceed Avista's pre-determined maximum Subject Property costs, Customer shall be responsible for such improvement at Customer's sole expenses. Subject Property improvement expenses shall be estimated and agreed upon prior to commencing installations.
- b. Customer hereby consents to and shall permit both Avista and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSEs with respect to vehicle charging activity, and technical performance (the "Data") of the EVSEs.
- c. Customer shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the operation of the EVSEs, including environmental requirements associated therewith.
- d. In the event an EVSE fails to operate or otherwise requires repair, Customer shall promptly notify Avista. Customer agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- e. Customer 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 Customer and/or end users of such events and end users retain the ability to override load management events when necessary.
- f. Customer, at no cost to Customer, 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. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Avista's expense. If Customer fails to meet any of its obligations under this Agreement, Avista may remove the EVSE and redeploy it at another Subject Property.
- g. If the EVSEs or Dedicated Circuits installed by Avista are damaged as the result of Customer's intentional, reckless, or negligent conduct, Customer 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 EVSEs and/or Dedicated Circuits. Customer shall be liable to, 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 Customer. Customer shall reimburse Avista for its costs and expenses within thirty (30) days of Avista submitting its invoice and/or receipts to Customer.

SECTION 4. TERM

- a. This Agreement will be effective on the Effective Date. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated by either Avista or Customer, whether for cause or for convenience. To terminate this Agreement, the party wishing to terminate the Agreement, shall provide the other with thirty (30) days written notice of termination.
- b. At expiration of the Term, Avista will work with the Customer on (i) replacing or upgrading the EVSE; (ii) removing the EVSE; (iii) allowing the Customer to purchase the EVSE from Avista; or (iv) gifting the EVSE to Customer if the EVSE is at the end of its depreciable life. If Avista and Customer are unable to reach an agreement at expiration of the Term, Avista or Avista's authorized third party independent contractor may remove and take possession of the EVSE.

- c. Unless the EVSE is purchased by or gifted to Customer, Avista or a third party independent contractor of Avista's choice shall remove and take possession of the EVSE within ninety (90) days of Avista's receipt of the notice of termination. Removal shall be at no cost to Customer, and this Agreement shall be terminated upon such removal. Notwithstanding the foregoing, if Customer terminates this Agreement within twenty-four months of the Effective Date, Customer shall reimburse Avista for its installation and removal expenses, including expenses of installing a Dedicated Circuit, if applicable. Removal and possession of the EVSE shall not include any removal of Premises Wiring. If a Dedicated Circuit was installed as part of the direct installation of the EVSE, it shall be left in place and ownership shall transfer to Customer. All such ancillary hardware will be disconnected by Avista or Avista's authorized third party independent contractor and left in place at the Subject Property.
- d. If Customer requests to relocate an EVSE (but not to terminate the Agreement before the end of the Term), Customer shall provide Avista with no less than ninety (90) days written notice advising Avista of Customer's relocation request. Upon receipt of Customer'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 Subject Property shall be paid by Customer. Customer shall, at Customer's sole expense, exclusively utilize Avista's third party independent contractor to install an EVSE at the new location. If Avista consents to the relocation, Customer will receive an estimate for relocation costs prior to moving forward with relocation. Any removal and/or relocation of an EVSE at the original Subject Property shall be solely determined by Avista, utilizing Avista's third party independent contractor. Regardless of whether Avista approves or denies the relocation request, this Agreement shall remain in effect for the remainder of the Term. Customer acknowledges that failure to utilize Avista's third party independent contractor for EVSE installations or relocations under this Section 5(b) may result in voiding any EVSE warranty and/or maintenance support that may transfer to Customer at the end of the Term.
- e. Avista, in its sole discretion may terminate the Agreement prior to the end of the Term, in which case Avista will provide Customer with thirty (30) days' prior written notice and Customer may option to (i) purchase any or all of the EVSEs pursuant to Section 6 below, or (ii) have any or all of the EVSEs removed at no cost to the Customer within sixty (60) days of termination.

SECTION 5. TAXES ON SALE OF EVSE

If Avista opts to sell an EVSE to Customer at the then current EVSE fair market value and Customer agrees to purchase such EVSE, then Avista will deliver to Customer a Bill of Sale for the current EVSE fair market value. Customer further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSEs from Avista to Customer, that: i) Customer shall be responsible for and shall pay transfer taxes related to the fair market value of the EVSE as stated on the Bill of Sale; ii) Avista may thereafter invoice and collect sales tax from Customer on the fair market value of the sale; and iii) Customer agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

SECTION 6. TITLE TO EQUIPMENT AND DATA

At all times under this Agreement, Avista shall own and maintain title to the EVSEs and Dedicated Circuits to the EVSE. The Customer shall not make any alterations, changes or modifications to the EVSEs or Dedicated Circuits without first securing prior written permission from Avista and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in Avista. Avista shall therefore have the right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle supply equipment and for any other Avista business purpose.

SECTION 7. INSURANCE COVERAGE

As of the Effective Date of this Agreement, Customer will procure and maintain in good standing for the Term of this Agreement, homeowners or renter insurance 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.

SECTION 8. 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 Subject Property 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, the EVSE and any associated EVSE hardware (including but not limited to any cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE), property of the Parties (including parent, subsidiary and affiliate companies), employees and authorized, independent contractors of the Parties; or
- 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.
- 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 the Work).

SECTION 9. WARRANTY

- a. AVISTA WARRANTS THAT EVSE 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 EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, AVISTA SHALL REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK AT NO COST TO CUSTOMER. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS CUSTOMER'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 CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS.
- b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD CUSTOMER OPT TO PURCHASE THE EVSE FROM AVISTA, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE SALE WILL BE AS-IS WITH NO WARRANTIES AND CUSTOMER ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

SECTION 10. LIMITS 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 CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NON-USE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY 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 CUSTOMER FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE AN EVSE TO CUSTOMER. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 11. MISCELLANEOUS PROVISIONS

- a. **Amendment.** Avista may amend these terms and conditions by providing to Customer thirty (30) days' written notice of the amendment.
- b. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of Avista. The terms and conditions of this Agreement shall bind any permitted 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 Customer 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 Customer 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. Customer expressly waives their rights to a trial by jury in any action brought hereunder.
- f. **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.
- g. **Merger.** This Agreement embodies the entire agreement between Avista and Customer. 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.
- h. **Consent; Privacy Law.** Customer further acknowledges and agrees that Customer is knowingly consenting to and authorizing Avista to release and share Customer's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSEs to Customer.
- i. **Survival.** The following sections shall survive the expiration or termination of this Agreement: Section 5 (Title To Equipment And Data); Section 6 (Insurance Coverage); Section 7 (Indemnification); Section 8 (Warranty); Section 9 (Limits of Liability); Section 10(a) (Compliance With Laws) and Section 10(h) (Privacy Law).
- j. **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 12. NOTICES

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

Avista Corporation
Attn: Rendall Farley
1411 East Mission Avenue, MSC-15
Spokane, Washington 99220
Rendall.farley@avistacorp.com
509-495-2823