

Commercial Lighting Incentive Agreement

Exterior Lighting Program- New Construction, Retrofit or Fixture Replacement

For more information contact your Avista account executive or Camille Martin at 509-495-4276 or camille.martin@avistacorp.com

Attach: All invoices including labor, material and disposal costs, as well as a screenshot of the approved LED, (from the DLC).

Mail to: Avista Utilities, Commercial Lighting Incentives, PO Box 3727, MSC-15, Spokane, WA 99220-3727

MAKE CHECKS PAYABLE TO			BUSINESS PHONE	
COMPANY NAME	CONTACT NAME	AVISTA ACCOUNT NUMBER	AVISTA METER NUMBER	
TITLE	EMAIL	INSTALLATION DATE	AVG WKLY HRS OF OPERATION	
MAILING ADDRESS	CITY	STATE	ZIP	
PROJECT SITE ADDRESS (if different from mailing address)	CITY	STATE	ZIP	

Instructions

1. Complete this Agreement in its entirety. One form per Avista meter number please. For projects done at multiple locations or meters, a separate form must be completed for each Avista meter number. Master or summary account numbers will be accepted with meter number only.
2. Copy your receipts and invoices that detail the work performed (materials, labor and disposal costs), and attach to Agreement, as well as a screenshot of the approved LED, from the DLC website.
3. Mail to: Avista Utilities, Commercial Lighting Incentives, PO Box 3727, MSC-15, Spokane, WA 99220-3727 or fax to: 509-777-6074.

For more information contact your Avista account executive or Camille Martin at 509-495-4276 or camille.martin@avistacorp.com.

I certify that I meet eligibility requirements of this Program and that all statements made of this Agreement, including invoices/receipts, are correct of the best of my knowledge. I agree to the terms and conditions set forth in this Agreement.

CUSTOMER SIGNATURE	NAME (PRINT)
FEDERAL TAXPAYER IDENTIFICATION NUMBER	DATE

Continued on next page

Exterior Commercial Lighting Incentive Form Table

- Read through the equipment eligibility requirements to ensure the project qualifies for an incentive. The incentive and energy savings calculations will be applied to the new equipment count. There will be no incentive for fixtures beyond the existing fixture count. If your lighting replacement doesn't fit the requirements of this agreement, you must have your lighting project evaluated through Avista's Site Specific Program (custom), prior to install.
- It is a requirement to use Design Lights Consortium (DLC) qualified products listed LED fixtures or retrofit kits for replacement of the HID's. Go to www.designlights.org and print a screenshot of the LED on the list. Send in with your Agreement form and invoice within ninety days of install. **No LED screw-in base lamps qualify for this rebate.** See sample on page 3.

Exterior Fixture Replacement (Must be operating at least 4,288 hours annually) Pole or Wallpack Fixture

EXISTING FIXTURE	EXISTING QUANTITY	NEW FIXTURE INSTALLED	INSTALLED QUANTITY	INCENTIVE PER UNIT	INCENTIVE AMOUNT
HID Lighting (MH, HPS, MV)					
70-89 watt HID Fixture	<input type="text"/> fixtures	15-25 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$55.00	\$ <input type="text"/>
90-100 watt HID Fixture	<input type="text"/> fixtures	20-30 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$75.00	\$ <input type="text"/>
150 watt HID Fixture	<input type="text"/> fixtures	25-50 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$130.00	\$ <input type="text"/>
175 watt HID Fixture	<input type="text"/> fixtures	30-79 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$135.00	\$ <input type="text"/>
250 watt HID Fixture	<input type="text"/> fixtures	80-140 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$145.00	\$ <input type="text"/>
320 watt HID Fixture	<input type="text"/> fixtures	100-160 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$180.00	\$ <input type="text"/>
400 watt HID Fixture	<input type="text"/> fixtures	100-175 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$255.00	\$ <input type="text"/>
1000 watt HID Fixture	<input type="text"/> fixtures	300-400 watt LED Fixture or Retrofit	<input type="text"/> fixtures	\$615.00	\$ <input type="text"/>
Sub-Total Incentive					\$ <input type="text"/>

Canopy Fixture (Must be operating at least 4,288 hours annually)

EXISTING FIXTURE	EXISTING QUANTITY	NEW FIXTURE INSTALLED*	INSTALLED QUANTITY	INCENTIVE PER UNIT	INCENTIVE AMOUNT
HID Lighting (MH, HPS, MV)					
250 watt HID Fixture	<input type="text"/> fixtures	80-140 watt LED Canopy* Fixture/Retrofit	<input type="text"/> fixtures	\$160.00	\$ <input type="text"/>
320 watt HID Fixture	<input type="text"/> fixtures	100-160 watt LED Canopy* Fixture/Retrofit	<input type="text"/> fixtures	\$250.00	\$ <input type="text"/>
400 watt HID Fixture	<input type="text"/> fixtures	100-175 watt LED Canopy* Fixture/Retrofit	<input type="text"/> fixtures	\$325.00	\$ <input type="text"/>
Sub-Total Incentive					\$ <input type="text"/>

New Construction Fixture (Must be operating at least 4,288 hours annually)

MINIMUM CODE FIXTURE	NEW FIXTURE INSTALLED	INSTALLED QUANTITY	INCENTIVE PER UNIT	INCENTIVE AMOUNT
HID Lighting (MH, HPS, MV)				
175 watt HID Fixture	30-79 watt LED Fixture	<input type="text"/> fixtures	\$125.00	\$ <input type="text"/>
250 watt HID Fixture	80-99 watt LED Fixture	<input type="text"/> fixtures	\$145.00	\$ <input type="text"/>
320 & 400 watt HID Fixture	100-175 watt LED Fixture	<input type="text"/> fixtures	\$180.00	\$ <input type="text"/>
Sub-Total Incentive				\$ <input type="text"/>

*This incentive is only for Canopy LED Lighting replacement. Pole and Wallpack LEDs are excluded. It is required for Canopy Lighting to be operating at least 4,288 hours annually and all canopy fixtures must be replaced/installed and use approved DLC LED fixtures or approved retrofit kits, and must replace a minimum of 4 fixtures.

Incentive Grant Total \$

LED Replacement Lighting Must be on Qualified Product List

Please provide a screenshot of the approved LED Fixture from the Design Lights Consortium (DLC) LED qualified product lists (QPL). Below is an example of a screenshot from the DLC List - showing a sample of approved LED lamp. Please go to www.designlights.org to look for LED QPL products.

DESIGNLIGHTS CONSORTIUM (DLC)				Language/Language:					
QUALIFIED PRODUCTS LIST (QPL)				English					
**This list is for the use of sponsors of the Designlights Consortium (DLC) in operation of their commercial lighting programs. The QPL is updated regularly. Please refer to the date last updated, below, and check www.designlights.org to ensure you are using the most current version.									
NOTES: (1) White rows represent product models that actual test reports were evaluated. Gray rows represent the corresponding family models, of a particular model number, which test reports were not evaluated. (2) "X" in the model number represents wildcard characters for multiple product variations. In these cases, all variations are considered approved. This is done to save space on the QPL.									
11-21-2016		By: Danielle Landry							
Manufacturer Name		Brand Name	Model Number	Product Category	Parent Product	Measured Luminaire Efficiency (lm/W)	Measured Voltage (V)	Me	
Acuity Brands Lighting	Lithonia Lighting	MR2 LED 80C 700 40K T2M10000X1001 1000001	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	90.26	121.63			
Acuity Brands Lighting	Lithonia Lighting	DSQ2 LED 80C 530 30K 80CFR T4M10000X1000001 (PER, PER, PER)	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	93.58	122.88			
Cree, Inc.	Cree THE EDGE AreaFlood	FLD-EDGE-N6-101-08-D-AL-100-525-10001	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	801	129.5			
Cree, Inc.	Cree CPY Series	CPY250-A-101-D-B-100-100-100	Full/Pump Canopy Luminaires	TRUE	108.16	122.00			
Cree, Inc.	Cree THE EDGE Area Square Luminaire	ARE-EDGE-3A-P-101-06-E-100-700-100	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	73.74	121.43			
Cree, Inc.	Cree CPY Series	CPY250-A-101-D-B-100-100-40K-101	Full/Pump Canopy Luminaires	TRUE	101.4	124.6			
Cree, Inc.	Cree XHP2L	BXSPA-1440-8000	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	76.08	120.41			
GE Lighting Solutions	GE Lighting Solutions Evolve	EP520MBX74070RAY**	Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	TRUE	75.9	124.6			
Philips Lighting	Philips Vibe-Lite	ASV-8001-530-MV-3L-1001-1001-1001	Outdoor Wall-Mounted Area Luminaires	TRUE	79.6	127.8			

Agreement Terms

1. INCENTIVE OFFER

The incentives ("Incentives") applicable under this Agreement are available for the replacement of less efficient lighting equipment with the energy efficient lighting equipment ("Equipment") listed in the Commercial Lighting Table ("Table"). Incentives are available for existing commercial facilities with electric service provided by Avista Utilities under Rate Schedule 11 (or above). Incentives are applicable for Equipment installed after January 4, 2016. Details of this Incentive program ("Program"), including incentive levels, are subject to change without prior notice.

2. PROOF OF PURCHASE

Copies of invoice(s) should include description of fixtures removed and count, the new Equipment purchased and count, permit fees, disposal

costs for lamps and ballasts and labor charges. The invoice(s) must accompany this Agreement. Invoice(s) must also include the date of purchase, the name of the manufacturer, the model number and the wattage. Application must include a printed screenshot (.jpg, .png, .gif, .pdf) of the LED product on the approved list for each fixture. This Agreement and the required invoice(s) must be returned to Avista within 90 days of installation to be eligible for payment.

3. PAYMENT

Equipment must be purchased and installed before payment will be issued and in no event will Incentive payments exceed invoiced costs. Incentives are not valid in combination with any other Avista lighting incentives. Allow 4-6 weeks for processing and payment.

4. EQUIPMENT ELIGIBILITY

The Program is intended for projects that have a one-to-one replacement with the Equipment listed in the Table, except for new construction and overlit canopies.

5. VERIFICATION

Avista reserves the right to verify installations anytime before or after payment is issued. One sample of each fixture removed/replaced must be retained for 30 days after Avista's receipt of this form to enable Avista to verify the previous lighting condition. (Additional Terms Continued on Page 4.)

(Additional Terms Continued on Page 4.)

Additional Terms and Conditions for Energy Efficiency Services

This Incentive Agreement ("Agreement") is entered into between Avista and the "Customer" specified on the front of this Agreement (sometimes, individually, a "Party" and collectively, the "Parties") for the acquisition of electric resource savings through improvements in the efficiency of electric equipment owned and operated by Customer as specified on the front of this Agreement. Therefore the Parties agree as follows:

1. Term of Agreement. This Agreement will become effective when executed by both Parties and remain in effect until Customer's Energy Efficiency Payment ("Payment") has been disbursed in accordance with Section 3 below. In the event Customer fails to complete installation of the Equipment by the date specified on the front of this Agreement, this Agreement will terminate and Avista's obligations waived.

2. Equipment Selection, Installation, Operation and Maintenance. The selection, purchase and installation of the Equipment will be, solely, Customer's responsibility. Avista's evaluation of the Equipment is only for the purpose of determining Customer's eligibility under Avista's Energy Efficiency Program ("Program"). AVISTA MAKES NO AND DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED TO INSTALL THE EQUIPMENT AT CUSTOMER'S SITE ADDRESS, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Customer, at its sole expense, will be responsible for any required maintenance, repair and/or replacement of the Equipment. In the event any of the Equipment becomes defective or fails to operate properly, Customer must repair the Equipment in such a manner as to maintain or exceed its original energy efficiency rating or replace such Equipment with Equipment that has equal or higher efficiency ratings.

3. Payment. After completing the installation of the Equipment, Customer must provide documentation, acceptable to Avista, verifying the purchase and installation costs of such Equipment. The Payment: (i) will be determined solely by Avista in accordance with Schedules 90 (the "Tariff"); (ii) will be considered final; and (iii) will be disbursed as a one-time payment unless another method of disbursement (including multiple cash payments over a period of time or offsets to Customer's energy bills) is agreed to by the Parties. Customer is responsible for payment of any federal, state or local income and/or corporate tax liability associated with Customer's receipt of the Payment.

4. Qualifying Project. This Agreement applies to only the Facility and Equipment specified on the front of this Agreement and in the event Customer requests additional projects, a new application must be filled out and submitted.

5. Inspection of Facilities. Avista may inspect the Equipment, at its option during reasonable hours, for the purpose of verifying installation and Customer's compliance with its performance obligations under this Agreement. This provision does not impose upon Avista an obligation to inspect the Equipment and is not intended to substitute for, or relieve Customer of any responsibilities related to the purchase, design, installation, operation and/or maintenance of such Equipment.

6. Continued Availability. The Payment is contingent upon continued funding availability through Avista's Tariff for the Equipment applicable under this Agreement.

7. Sub-metering. Customer shall: (i) permit Avista to install and maintain sub-metering equipment (at Avista's sole expense) and (ii) provide Avista with reasonable access to such sub-metering equipment for meter reading or maintenance purposes.

8. Compliance with Laws. Customer guarantees that it, its agents and employees, and any subcontractor(s) it may retain to install or maintain the Equipment, will be familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to the installation, maintenance, operation and/or use of the Equipment.

9. Release of Information. Customer authorizes Avista to provide information related to the electric service at the Facility including, but not limited to, Customer's contact name and phone number, service address, pertinent usage history, and incentive information (collectively, "Customer Information") to authorized entities who need

such Customer Information to verify, without limitation, energy savings related to Measures installed at Customer's Facility and Avista's compliance with federal and state Energy Efficiency Standards.

10. Disclaimer and Indemnity. Customer is voluntarily participating in the Program; Avista is providing funding and analysis, only and assumes no liability for: (i) Customer's decision to enter into this Agreement; (ii) the Equipment selected by Customer; (iii) any third party selected by Customer to install such Equipment; or (iv) any disputes arising out of repair or replacement of the Equipment. Customer shall indemnify and defend Avista and its agents and employees, from all claims, losses, harm, liabilities, damages and expenses (including attorneys' fees), or allegations of same, arising as a result of this Agreement except to the extent that any such claims, losses, harm, liabilities, damages and/or expenses (including attorneys' fees), or allegations of same, arise as a result of Avista's sole negligence.

11. Incentive Payment Reimbursement. During the term of this Agreement, if Customer's payment is greater than \$50,000 and Customer closes its business, discontinues purchasing electric distribution services from Avista in such a manner as to forfeit eligibility under the Program in conformance with the provisions of the Tariff, or fails to properly maintain or replace the Equipment as set forth in this Agreement, Customer shall reimburse Avista for a pro-rated portion of such Payment based on that portion of the Payment that will not be recovered by Avista because of Customer's failure to provide the energy savings anticipated under the Agreement, unless Customer's obligations have been assigned in accordance with this Agreement.

12. Disposal of Existing Equipment. All equipment and materials removed and/or replaced at the Facility must be permanently disabled, sold for scrap, recycled, and/or removed from the Facility and destroyed, at Customer's expense. Customer is responsible for recycling or disposing of all equipment and materials removed in accordance with applicable law. Energy Efficiency lighting retrofits require removal of lamps and ballasts, with those lamps and ballasts designated as hazardous waste disposed of in accordance with the Resource Conservation and Recovery Act (RCRA). Fluorescent, neon, mercury vapor, high-pressure sodium and metal halide lamps; and ballasts containing Polycyclic Chlorinated Biphenyl (PCB) are considered hazardous waste. Fluorescent linear tubes and compact fluorescent lamps (CFLs) can be recycled at many recycling centers.

13. Assignment. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective Parties. Neither Party may assign or transfer this Agreement without the prior written approval of the other Party (which approval will not be unreasonably withheld) except for a transfer to a parent, subsidiary, or affiliate of such Party.

14. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State of either Washington or Idaho, depending upon the Site Address, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action to enforce the terms of this Agreement will be brought in a court of competent jurisdiction where Customer's Facility is located.

15. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing Party in such action will be entitled to an award of reasonable attorney's fees and costs incurred in such action, in addition to any other relief available to it at law or in equity.

16. Amendment and Waiver. This Agreement may not be modified or varied except by written agreement between the Parties. If, at any time, the terms of this Agreement are not strictly adhered to or enforced, such requirements will not be deemed waived or modified, but will at all subsequent times be deemed in full force and effect.

17. Entirety of Agreement. This Agreement: (i) is the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements related to same and understandings whether or not written; and (ii) is not intended to confer upon any entity other than Avista and Customer any rights or remedies under the Agreement.