

Memorandum of Understanding

Avista Contract No. R-1234

This Memorandum of Understanding (“MOU”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the [Customer] (“Customer”), a Washington [insert entity type]. Avista and Customer are sometimes referred to herein individually, as a “Party” and collectively, as the “Parties”. This MOU applies to Customer’s service address, located at [insert address] (“Site”) and is effective as of the last date signed below (“Effective Date”).

Background and Purpose: The installation of most DC Fast Chargers (“DCFC”) for electric vehicles requires the installation of a new electric service to be built and established via line extension. Due to the high cost of line extensions, this can be a barrier to many customers. Avista’s DC Fast Charging Make Ready Program (“Program”) is designed to aid customers with the line extension costs that are required to install publicly available DCFC sites. Under this Program, eligible customers who agree to install a public-facing DCFC site may receive up to \$20,000 toward line extension costs in addition to the cost of the transformer required to power the DCFC site, as authorized by tariff Schedule 77 in Washington State.

Therefore, the Parties agree to make a good faith effort to work cooperatively toward the goal of building out publicly available electric vehicle charging infrastructure, in accordance with the terms of this MOU and agree as follows:

Section 1 Responsibilities of the Parties

- 1.1 Avista will provide up to \$20,000 (“Funds”) to Customer toward line extension construction costs in addition to the cost of the transformer required to power DCFC at the Site.
- 1.2 To be eligible for this Program, Customer must be an Avista electric customer located in Washington. Customer will install at least one public-facing DCFC with a CCS-1 connection port at the Site, thereby making it available to all EV drivers. Customer will be responsible for any required line extension costs that are incurred beyond the Funds provided by Avista (subject to Schedule 51 of Avista’s Washington electric service tariff). Customer will also be responsible for the full cost of the DCFC Site and any other infrastructure required on Customer’s side of the electric meter at the Site.
- 1.3 Customer shall consult with and receive approval from Avista for any user fee implemented, so that a fair market-based fee is used that encourages public utilization while compensating the Customer for Site operating costs.
- 1.4 The DCFC must clearly indicate the amount of all fees, the cost to the customer on a per kWh basis, and must have several payment methods available to customers, with clear and consistent instructions for use including without limitation smartphone applications, RFID card, and customer service phone call to initiate a charge to the EV. In addition, the DCFC must include a credit card reader and payment method.
- 1.5 Customer agrees to designate Avista as the Credit Generator as defined by WAC 173-424-110, for any Washington State Clean Fuels Program (CFP or CFS) credits that may be eligible as a result of vehicle charging at the Site, as prescribed by WAC 173-424-220(3) and (4). Per WAC 173-424-220, Customer elects to waive credit generation under the CFS and allocate its credits to Avista. Avista agrees to fulfill all CFS responsibilities as the fueling reporting entity and credit generator, and Customer agrees to provide electricity data to assist Avista in fulfilling its reporting duties under the CFS.
- 1.6 In accordance with Section 3 of this MOU, Customer agrees to maintain and operate the DCFC at the Site for public use for a minimum of five (5) years after installation.
- 1.7 If Customer does not maintain public access to the Site or if DCFC are out of service for a prolonged period of time during the Term (as defined in Section 3 of this MOU), Avista may seek and Customer shall be responsible for reimbursement of the Funds on a prorated basis.
- 1.8 Customer agrees to install one ¾” conduit per DCFC (upon initial installation of each) for the purpose of installing CAT5 cable for future communications. Each conduit will run from the DCFC location to Customer’s electric gear pad.

Section 2 Independence

Each Party shall, at all times, be independent and not an agent or representative of the other Party. Neither Party shall represent that it is or hold itself out as an agent or representative of the other Party. In no event is either Party authorized to enter into any agreement or undertaking for or on behalf of the other. The Parties acknowledge that they are not and should not be considered a joint venture or partnership with each other for purposes of this MOU or the Program.

Section 3 Term and Termination

This MOU will become effective as of the Effective Date and will remain in effect for five (5) years (the "Term"). In the event Customer sells the Site, the rights and obligations of this MOU shall automatically assign to the new owner for the remainder of the Term. Avista may terminate this MOU upon 30 days' prior written notice to Customer.

Section 4 Assumption of Risk and Indemnity

Customer assumes the risk of any injury or harm that may be suffered by virtue of this MOU and/or the Program. In addition, subject to applicable law, Customer expressly agrees to indemnify and, upon request, defend Avista, its directors, officers, employees, and agents, from and against all third-party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages (individually or collectively, "Loss") brought against or incurred by Avista resulting from, arising out of, or in any way connected with any negligent act, omission, or fault of the Customer or its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of the Customer's obligations under this MOU.

Section 5 Representatives and Notices

- 5.1 Avista's Representative: Rendall Farley, Rendall.Farley@avistacorp.com, will be the point of contact for Avista in all matters requiring Avista's approval under this MOU.
- 5.2 Customer's Representative, [Customer's Rep Name], Customer@customer.com, will be the point of contact for [Customer] in all matters requiring [Customer]'s approval under this MOU.

Section 6 Miscellaneous Provisions

- 6.1 Entire Agreement. This MOU is the entire agreement between the Parties with respect to its subject matter. No other understandings, oral or otherwise, regarding such subject matter will bind either Party unless agreed to, in writing, by the Parties.
- 6.2 Amendments/Modifications. Any amendment or modification to the provisions of this MOU will not be effective unless made by written amendment executed by the Parties.
- 6.3 Assignment. Either Party may assign its rights and obligations under this MOU with the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event Customer sells the Site, the rights and obligations of this MOU will automatically assign to the new owner of the Site for the remainder of the Term.
- 6.4 Third Party Beneficiaries. Nothing in this MOU is intended to confer any right or benefit on a person or entity not a signatory to this MOU or impose any obligations of either Party on persons or entities not a signatory to this MOU.
- 6.5 Negotiation. This MOU has been explicitly negotiated by the Parties and the language in all parts of this MOU shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
- 6.6 Governing Law: This Agreement will be interpreted and enforced in accordance with the laws of the State of Washington without giving effect to its principles of conflicts of law.

Signature page to follow.

Avista Corporation

(Signature)

(Printed Name)

(Title)

(Date Signed)

Customer

(Signature)

(Printed Name)

(Title)

(Date Signed)

Federal Employer Identification Number (FEIN)