



Avista & HomeBoost: the DIY Home Energy Assessment Program

Terms and Conditions

These Terms and Conditions (the “Terms and Conditions”) apply to your application for, and participation in, the HomeBoost DIY Home Energy Assessment Program (the “Program”), sponsored by Avista. For the purpose of these Terms and Conditions, the term “Avista” refers to Avista Corporation dba Avista Utilities, and the term “you/your” refers to you as an applicant for, and participant in (if applicable), the Program, which involves do-it-yourself residential home energy audits within Avista’s Washington service territory.

Please read these Terms and Conditions carefully before applying for the Program.

General Program Information

1. By participating in the Program, customers agree to allow Avista to access energy assessment results, survey feedback, and related energy-usage data for reporting and analytics purposes.
2. Customer information will be collected and handled in accordance with Avista’s Privacy Policy. Customers may be asked to complete a brief post-assessment survey via email or phone. Participation is encouraged to help evaluate program effectiveness.
3. Customers are solely responsible for verifying the accuracy of the energy assessment recommendations and for arranging for the installation of any energy efficiency measures at their own cost and risk.
4. Avista does not guarantee any specific energy savings or cost-savings outcomes from the recommendations provided in the energy assessment.
5. HomeBoost is a third-party contractor that Avista has engaged to manage the Program. You will use a HomeBoost BoostBox to conduct a “do it yourself” (DIY) energy assessment of your home. Upon your completion of the energy assessment, HomeBoost will provide you with a digital report containing a detailed list of steps you can take to make your home more energy efficient. Any information you provide directly to HomeBoost will be managed in accordance with HomeBoost’s Privacy Policy at <https://www.homeboost.com/policies/privacy-policy/>.

Changes/Cancellation

You understand that the Program:

- Is subject to change without prior notice, at any time and, accordingly, that these Terms and Conditions are subject to change without prior notice, to reflect the Program changes.

- Is subject to cancellation without prior notice.

Scope of Program

Upon approval of your application for participation, you can expect the following:

1. **Get your BoostBox.** Once your BoostBox arrives from HomeBoost, you will be ready to begin your DIY Energy Assessment.
2. **Complete the DIY Energy Assessment.** Download the HomeBoost App and follow the instructions to complete your energy assessment. Return the BoostBox with prepaid shipping.
3. **Receive your report.** Within days you will receive a digital report from HomeBoost with recommendations, insights, and any available Avista rebates created by a HomeBoost professional just for you.

The outcome of the energy assessment and digital report provided by HomeBoost may vary depending on the size, condition, and other attributes of a qualifying residence.

Eligibility Requirements

1. The HomeBoost DIY Home Energy Assessment Program (Program) is available only to residential Avista customers residing in Avista's Washington service territory.
2. Only one (1) DIY Home Energy Assessment Kit (also known as "BoostBox") may be provided per eligible residential premise. Commercial properties and industrial premises are not eligible for this Program.
3. Renters may participate in this Program without prior written permission from the property owner. However, if renters intend to act on the recommendations provided by HomeBoost, renters shall obtain all necessary permissions from the property owner to install any recommended energy efficiency measures. Avista shall not be responsible for obtaining property owner authorization for any activity related to the Program.
4. Eligible customers may participate in this Program at no cost (standard retail price: \$99 USD).
5. Non-eligible customers will be charged the full price for the energy assessment if they choose to continue signing up. Customers who have participated in a previous Avista Home Energy Audit Program are ineligible for this Program.
6. All payment processing, shipping, device returns, and technical support are managed directly by HomeBoost in accordance with their Terms of Service at <https://www.homeboost.com/policies/terms-of-service/>. For questions or concerns regarding these items, please contact HomeBoost Support at hello@homeboost.com. Avista is not responsible for any matters related to HomeBoost's fulfillment of the BoostBox or any energy assessment results or recommendations.
7. For other questions about the Program, customers may contact Avista's Customer Service Department at 1-800-227-9187.

Fee for Participation in Program

Participation in the Program is free to eligible customers.

Application



Your Program application must include all requested information; incomplete or missing information may result in the delay or denial of your application; and false information may result in denial of your application. By completing and submitting the application, you represent and warrant to Avista that all information you provide is true and correct in all respects. Applications are accepted on a first-come, first-served basis. Completion of an application is no guarantee of your acceptance to participate in the Program. If you have participated in an in-person Avista Home Energy Audit within 5 years of your application date, you are not eligible to participate in this Program.

Approval and Verification

Avista reserves the right to verify performance of the energy assessment and, if applicable, installation of the measures, and to have reasonable access to your residence, upon prior notice to you, to inspect any measures installed as a result of the Program.

Performance of Energy Audit; No Endorsement

You understand that HomeBoost is a third-party contractor with whom Avista has engaged to manage the Program and you are participating in this Program voluntarily. It is your responsibility to ensure that your residence is compliant with all federal, state, and local building, fire, and safety codes and regulations, and you are responsible for any information provided to HomeBoost regarding such information. Avista makes no representation or warranty regarding the foregoing information, nor does it endorse any of the information you provide directly to HomeBoost related to your participation in the Program.

Information Release

You agree that Avista may share your name, contact information, including email address and phone numbers (as applicable), service address, and energy usage information with HomeBoost. You agree that Avista may include your name, any services performed or energy assessment results provided under the Program, any potential or resulting energy savings, and any other related information in reports or other documentation submitted to the Washington Utilities and Transportation Commission, or other governmental agencies or authorities requiring such information. In all other cases, Avista will treat information gathered through the Program as confidential and will report such information only in the aggregate, including in reports and submissions made to non-governmental entities in connection with Avista's energy efficiency initiatives. You understand and agree that Avista and/or its representatives may include a description of this Program and other Program details in its case studies, brochures, press releases, advertisements, and marketing materials presented to the public.

Disclaimer of Warranties; Limitation of Liability

AVISTA HEREBY DISCLAIMS ANY AND 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 ENERGY ASSESSMENT AND ANY RESULTING REPORTS OR RECOMMENDATIONS, INCLUDING ANY POTENTIAL ENERGY SAVINGS, EQUIPMENT, MATERIALS, OR LABOR REQUIRED FOR ANY INSTALLATION OF EQUIPMENT ON THE PREMISES, OR



THE COST OF SUCH ENERGY ASSESSMENT, EQUIPMENT, MATERIALS, AND LABOR.

Because of the variability and uniqueness of individual energy use, it is not possible to predict exact energy savings (if any) that may accrue to you from the Program. Avista, by sponsoring the Program, does not warrant that the energy assessment or the installation of any equipment will achieve any reduction in energy costs to you.

Avista neither expressly nor implicitly warrants nor assumes any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of the Program or any services performed or equipment installed in connection with the Program. Avista shall not be liable to you for indirect, consequential, special, or incidental damages arising out of the Program, whether in contract, tort (including negligence), or any other theory of recovery. Avista shall not be responsible for the advice or the work of HomeBoost or other persons or entities performing services under the Program who are not employees of Avista. Avista's maximum liability to you for any legal or equitable claim shall not exceed the fee paid by you, if any, to HomeBoost in connection with the Program.

Indemnification

As part of the consideration for receipt of the benefits of the Program, you agree to defend, indemnify, and hold harmless Avista and its employees, agents, directors, officers, and shareholders for, from, and against all the liabilities, claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions, any false or misleading information in the application you completed in connection with the Program, and any personal injury or property damage arising or resulting from your negligence or willful misconduct in connection with the Program.

Ownership of Property

You represent and warrant to Avista that you are the owner of the residence, or have obtained written property owner permission for the residence, for which you have applied to participate in the Program, and that you have all right, power, and authority to have performed on the premises the energy assessment provided by the Program. Nothing contained in these Terms and Conditions, whether express or implied, shall be construed to relieve property owner from complying with any applicable legal, regulatory, or contractual requirements regarding notice of entry, including but not limited to any advance notice obligations imposed by law or agreement with renters or tenants.

Right to Refuse Service

HomeBoost has the right to refuse service or end the energy assessment in their sole discretion in the event HomeBoost determines that conduct or continuing the energy assessment and any related reporting may be unsafe, unlawful, inappropriate, or not in compliance with these Terms and Conditions. Inappropriate behavior that may justify termination of the energy assessment includes, but is not limited to, unreasonable demands for service, threatening or offensive language, threatening or erratic behavior, and inappropriate contact.

Applicable Law and Disputes

These Terms and Conditions and the Program shall be governed by and construed in accordance with the laws of the State of Washington (without reference to its choice of law provisions), as they apply to agreements made and performed in the States of Washington, as applicable. All disputes concerning these Terms and Conditions and the Program shall be heard in either the Judicial District Courts of the State of Washington or the United States District Court for the District of Washington, and each of the parties hereby waives any objection that it may have to the laying of venue in such courts.

If You Do Not Agree

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU IN FULL, YOU MUST NOT COMPLETE THE APPLICATION OR PARTICIPATE IN THE PROGRAM.

