

AVISTA CORPORATION
d/b/a Avista Utilities

SCHEDULE 77

ELECTRIC TRANSPORTATION

PURPOSE

This Schedule outlines the parameters of the Company's electric transportation programs and activities, consistent with the vision, guiding principles, strategic objectives, and programs described in the Commission-acknowledged Transportation Electrification Plan (TE Plan) - Docket UE-200607, October 15, 2020. Electric transportation programs and activities are categorized as follows:

- I. Charging infrastructure and maintenance
- II. Education and outreach
- III. Community and low-income support
- IV. Commercial and public fleet support
- V. Load management, planning and grid integration
- VI. Program reporting

AVAILABLE

EVSE installations are available to Customers in the State of Washington where Avista has electric service. Residential and commercial EVSE installations are completed on a first-come, first-served basis subject to the Company's annual budget limits that may apply. Public AC Level 2 EVSE and DC Fast Charging EVSE will be available for use by any electric vehicle driver.

APPLICABLE

Charging infrastructure programs are applicable to all Customers receiving electric service who contract with Avista to own and install EVSE behind the existing Avista electric service meter that provides service to Customer premises.

ELIGIBILITY

Charging infrastructure programs are eligible to Customers who agree to the terms and conditions of this Schedule, sign a Site Agreement, and in the case of charging installed for residential or commercial fleets, provide proof of Electric Vehicle ownership or lease.

DEFINITIONS

Electric Vehicle (EV) means a vehicle that uses battery-electric propulsion capable of being reenergized by an external source of electricity, for at least one method of propulsion used to transport persons or commercial goods.

(M) material transferred from 2nd Substitute First Revision Sheet 77a

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By

Patrick Ehrbar, Director of Regulatory Affairs



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Electric Vehicle Supply Equipment (EVSE) means the installed device used to deliver electricity from the Premises Wiring to the EV, 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, but does not include Premises Wiring. AC Level 2 EVSE must meet connector standard J1772 and DC fast charging EVSE must meet connector standard CCS-1, both of the Society of Automotive Engineers International.

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“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.

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

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A Site Agreement is an Avista document stating the terms and conditions of participation in the Program, including but not limited to EVSE installation, ongoing maintenance, load management, and effect of termination. The residential Site Agreement is included as Attachment A and commercial Site Agreement is included as Attachment B to tariff Schedule 77.

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I. CHARGING INFRASTRUCTURE AND MAINTENANCE

(N)

RESIDENTIAL

The Company will provide and install AC Level 2 EVSE at participating residential Customer locations, owned and maintained by the Company with a 10-year depreciable service life. Avista’s installation costs are limited to the EVSE, direct install costs of the EVSE, including 50% of Dedicated Circuit costs up to a maximum of \$1,000. Customers may choose from available EVSE that meet safety, interoperability, and load management requirements, however any additional costs beyond standard EVSE offerings, including network management costs, will be borne by the Customer. The Customer must sign a Site Agreement as a condition of the program, which allows for the Company’s load management of EV charging.

COMMERCIAL

The Company will provide and install AC Level 2 EVSE at participating commercial Customer locations, owned and maintained by the Company with a 10-year depreciable service life.

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Avista's install costs are limited to the EVSE and direct install costs of the EVSE, including 50% of Dedicated Circuit costs up to a maximum of \$2,000 per port connection.

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Common uses of commercial charging infrastructure include fleet, workplace charging for employees and visitors, multiple-unit dwellings (MUDs), and public access. Customers may choose from available EVSE that meet safety, interoperability, and load management requirements, however any additional costs beyond standard EVSE offerings, including network management costs, will be borne by the Customer.

The Customer must sign a Site Agreement as a condition of the program, which allows for load management of EV charging. Third-party installation and ownership of commercial AC Level 2 EVSE is supported by the availability of the commercial EV rates in tariff Schedule 13 and 23, and a "make ready" option in which the Company may invest in charging infrastructure other than the EVSE up to \$2,500 per commercial EVSE port installed, in addition to the service transformer.

PUBLIC DC FAST CHARGING

The Company will install public DCFC sites according to a coordinated buildout plan as described in the TE Plan, prioritized and selected with local stakeholder engagement according to detailed criteria assessment, and in alignment with statewide and regional plans. Sites will be targeted along major travel corridors at less than 50 mile intervals, and in populated areas at a ratio of 1 DCFC port connection per 150 battery-electric vehicles. Standard site designs will include up to 1 MW dedicated service transformers; DCFC meeting the Open Charge Point Protocol (OCPP) communications standard with CCS-1 standard port connections and credit-card readers; backup AC Level 2 EVSE; and future-proofing to allow for low-cost future expansion. Third-party installation and ownership of DCFC is supported by the availability of the commercial EV rates in tariff Schedule 13 and 23, and a "make ready" option in which the Company may invest in charging infrastructure other than the EVSE up to \$20,000 per DCFC site, in addition to the service transformer.

(N)

SITE SELECTION

All locations in residential single-family homes, MUDs, and at businesses or workplaces for employees, and fleet vehicles shall qualify for AC Level 2 EVSE installations if the Customer meets all eligibility criteria of the Program. EVSE installations and port connections will be limited as reasonable to match the need at the location with the demand of the Program. The number of ports and configurations are dependent on site-specific conditions, limited according to the number of existing EVs that will utilize the EVSE and assessments of near-term and long-term adoption potential according to the size of the organization and facility. Where feasible, additional conduit will be installed enabling low-cost future expansion. Application and selection rounds will be made each year for EVSE primarily used for general public access, involving local stakeholders and weighted selection criteria assessments. All AC Level 2 EVSE will be installed behind a Customer's meter.

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DCFC sites will be selected as described under the Public DC Fast Charging section above.

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TERMINATION

Residential and commercial Customers utilizing AC Level 2 EVSE may terminate participation from the Program at any time for convenience, subject to the termination provisions in the Site Agreement, at which time the Company may remove the EVSE installed at their location. The Company may terminate the Site Agreement upon 30 days' notice to the Customer and allow the Customer to have the EVSE removed or elect to retain the EVSE as described in the Site Agreement.

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OWNERSHIP OF EVSE

Except in the case of make-ready installations, AC Level 2 EVSE will be owned and maintained by the Company until the EVSE is removed or the Site Agreement has been terminated by either party.

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Except in the case of make-ready installations, public DC Fast Charging sites will be owned and maintained by the Company at all times, from the transformer to the EVSE, with a property easement and Site Agreement signed by the property owner to ensure reliable public access over the life of the equipment.

(N)

(N)

CUSTOMER OBLIGATIONS

Customers who participate in the Program must notify the Company or its contractors in the event of any problems with the EVSE and maintain parking areas for public access in the case of AC Level 2 and DCFC sites available to the public. Customers must participate in ongoing surveys, data acquisition, and load management programs as described in the respective Site Agreement.

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RATES TO BE CHARGED FOR USE OF EVSE AND PUBLIC ACCESS REQUIREMENTS

All usage supplied to the EVSE will be charged at the applicable rate schedule for the Customer and included on their existing monthly bill. If a Customer chooses to require user fees for the use of AC Level 2 EVSE provided by Avista, they will determine the appropriate rate to charge for the service, with assistance from the Company. EVSE requiring user fees 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 smartphone applications, RFID card, and customer service phone call to initiate a charge to the EV. In addition, DCFC will include a credit card reader and payment method. Highly utilized AC Level 2 EVSE may also include a credit card reader.

(K)

For Public DCFC owned by the Company, a rate of \$0.35 per kWh will be charged to all users. For DCFC not owned by the Company, all usage supplied to the EVSE will be charged at the applicable rate schedule for the Customer (i.e., 11, 21, 13, or 23).

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II. EDUCATION AND OUTREACH

The Company will support education and outreach activities in a number of areas in order to raise awareness and provide helpful information to Customers about electric transportation options. Details on the Company's efforts are described in its TE Plan.

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The Company will engage with automotive dealers, original equipment manufacturers (OEMs), and local interest groups to improve vehicle inventory levels, EV awareness and demand, and the Customer purchase experience. This will include a \$250 dealer referral per Customer, limited to 100 referrals or \$25,000 per year.

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III. COMMUNITY AND LOW-INCOME SUPPORT

The Company will support programs and activities benefiting low-income Customers and communities with an aspirational goal of 30% of overall transportation electrification program funding. Engagement and partnerships with local communities and service organizations in the design, implementation, and ongoing administration of these programs is essential, supported by regular meetings coordinated by the Company to design programs and review progress. Programs and activities will include but are not limited to the following:

(N)

- A. Provide EV and EVSE for community groups and service organizations through collaborative and competitive proposals. These may be utilized for a variety of tailored programs benefiting low-income, senior, and vulnerable populations, such as food deliveries and non-emergency medical transportation.
- B. Provide EVSE to communities including smaller rural towns with limited EVSE access, low-income MUDs, and to residential Customers receiving low-income bill assistance.
- C. Partner with local transit agencies and school districts to expand access to public electric transportation and reduce local air pollution in targeted areas.

(D)

IV. COMMERCIAL AND PUBLIC FLEET SUPPORT

Avista will support fleet electrification with information, tools and consulting services for commercial Customers in their consideration of fleet electrification, including vehicle and charging information, utility rates and load management options, total cost of ownership (TCO) comparisons, referrals, and available purchase incentives and tax rebates.

The Company will provide dealer and Customer purchase incentives for class-1 electric lift trucks (forklifts) at \$2,000 per lift truck to buyers, \$250 to dealers, and an additional \$1,000 buyer purchase incentive for lift trucks powered by lithium-ion batteries. Total incentive payouts will be subject to annual budget limitations.

V. LOAD MANAGEMENT, PLANNING AND GRID INTEGRATION

Avista will deploy cost-effective load-management services leveraged with EVSE installation programs. This will initially be accomplished through EV programming and the

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utilization of low-cost, programmable, non-networked EVSE that is commercially available. Avista will continue to monitor and experiment with networked EVSE, and adaptively manage if the technology and costs warrant changes.

(N)

VI. PROGRAM REPORTING

Annual summary reports will be provided by March 31st for the prior calendar year, focusing on expenses, revenues and high-level program results. A more comprehensive mid-period report will be provided by March 31st following the third year within each five-year period covered by the TE Plan, including updates on EV adoption and forecasts, program activities, details of EV rate schedule participation and results, lessons learned, and program adjustments. Detailed reporting will also be included with the updated TE Plan, filed by December 31st concluding the five-year period of the previous TE Plan.

COST RECOVERY

The Company will seek cost recovery of investments made in electric transportation through the general rate case process and may seek the incentive rate of return allowed per RCW 80.28.360.

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SPECIAL TERMS AND CONDITIONS:

Service under this schedule is subject to the Rules and Regulations contained in this tariff.

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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, or within such other time period or payment schedule as mutually agreed upon between the Customer and Avista.

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 sixty (60) 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.
- k. Dispute Resolution. In the event Customer is dissatisfied with Avista's resolution of any dispute under this Agreement dispute, Customer 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. Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

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

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

Avista Contract No. R-_____

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT 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 [[INSERT HOST NAME]], a [[INSERT HOST ENTITY TYPE]], whose address is [[INSERT HOST ADDRESS]] (hereinafter referred to as “Host”).¹ Avista and Host may be collectively referred to herein as the “Parties”, and individually as a “Party”.

WHEREAS, Avista is involved in a program to offer its customers installation and maintenance of Electric Vehicle Supply Equipment (“EVSE”) locations in designated locations throughout Avista’s regulated service territory (“Program”); and

WHEREAS, Avista and Host agree to work together to establish EVSE locations on Host’s property defined herein below 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. 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, 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. As part of the direct installation of the EVSE, Host 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, Host shall own and maintain all Premises Wiring.

¹ NTD: If Host leases the property described herein below, then Host’s Lessor shall be a party to this Agreement and references to Host in this Agreement shall also include Lessor.

“Dedicated Circuit” means one or more 208/240 VAC, 100 ampere or lower circuits that supply electricity from Host’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, Host 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, Host may allow Avista to install a Dedicated Circuit, owned and maintained by Avista as part of the direct installation of the EVSE. Host 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 Host (the “Sites”), per the Site Listing attached to this agreement, which is incorporated herein by this reference. The Parties may expand the number of EVSE at a given Site or identify additional Sites by executing an addendum to this Agreement. The charging installations will include the EVSE and Premises Wiring necessary to supply power to the EVSE. Sites are designed to accommodate initial EVSE installation, and where practicable allow for future low-cost additional EVSE installation, according to a site plan proposed by Avista or its authorized third-party independent contractor, and agreed to by Host prior to installation. Avista will purchase the EVSE and cover direct installation costs including 50% of Dedicated Circuit installation costs up to a maximum of \$2,000 per EVSE port connection. Avista will own and maintain the EVSE and any new Dedicated Circuit(s), as well as signage and protective equipment bollards. Host will retain ownership of other Premises Wiring including the supply panel and circuit breakers located in the supply panel.
- b. Avista shall clearly post on the Site the manner and means whereby a customer utilizing the EVSEs may contact Avista or other third party resources with any and all questions, comments or concerns they may have regarding the installation and operation of the EVSE. In cases where Host requires a user fee, Host shall, at Avista’s request, clearly post user fee information with appropriate signage or Avista may incorporate user fee information into the user interface screens on the EVSE.
- c. Subject to Section 3 paragraph l. below, Avista shall, at all times during the Term (defined below) of this Agreement, at its sole cost and expense, keep the EVSEs, Dedicated Circuits installed by Avista, signage and protective bollards in working condition and repair, ordinary wear and tear excepted. Avista shall provide electric utility services to Host, and Host 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. The Work shall be performed in a good and competent manner, and Avista shall, at its expense, obtain all necessary and required permits and approvals from the applicable government agency prior to commencing the Work on the Sites.

- d. 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. Host shall ensure that any EVSE 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 EVSEs.
- e. Host may utilize EVSEs solely for its own purposes, or may offer the EVSEs to the general public. In the event Host offers the EVSEs to the general public Section 12 (a) will apply.
- f. Avista shall use reasonable efforts to provide Host with at least one day prior notice in the event Avista needs access to the Sites for the installation, repair or maintenance of the EVSEs. 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 Sites.

SECTION 3. HOST'S EVSE OBLIGATIONS

Throughout the Term of this Agreement:

- a. Host shall grant to Avista non-exclusive access to the Sites and sufficient space for locating the EVSEs at the Sites as may be deemed necessary or desirable by Avista for the Work. In the event Host desires to offer an EVSE to the general public, Host must ensure that the Sites are zoned to allow the EVSE's availability to the general public. If the Work requires any substantial and additional improvements to the Site that exceed Avista's pre-determined maximum Site costs, Host shall be responsible for such improvement at Host's sole expenses. Site improvement expenses shall be estimated and agreed upon prior to commencing installations.
- b. Until an EVSE (in Avista's sole discretion) is deemed non-functional, Host 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. Host 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. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or web sites created under this Agreement, Host agrees to submit any such marketing effort and required signage for prior review and approval by Avista.
- e. Host should maintain the area surrounding the EVSEs and will promptly notify Avista of any problems related to any EVSE. Such maintenance includes, but is not limited to, pavement maintenance, snow removal services and regular garbage removal. In the event an EVSE fails to operate or otherwise requires repair, Host shall promptly notify Avista.
- f. Host may require an EVSE user fee at Host's discretion, provided that Host shall consult with Avista as to fair user fees that encourage utilization, as well as effective fee management options. Host will notify and consult with Avista prior to making any user fee changes.
- g. In the case of networked EVSE installations as desired by Host, Avista will provide the networked EVSE and the Host will be responsible for network maintenance fees and repair costs

associated with the networked equipment, an estimate of which will be disclosed prior to EVSE installation.

- h. Host agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- i. 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.
- j. 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. 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 Host fails to meet any of its obligations under this Agreement, Avista may remove the EVSE and redeploy it at another site.
- k. Host does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Site s. No employee or agent of Host is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Site s.
- l. If the EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards 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 EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards. Host 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 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.

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.

SECTION 5. TERMINATION

- a. Host may terminate the Agreement prior to the expiration of the Term for convenience. In such event, Avista or a third party independent contractor of Avista's choice shall remove and take possession of the EVSE within ninety (90) days of Host's notification. Removal shall be at no cost to Host, and this Agreement shall be terminated upon such removal. Notwithstanding the foregoing, if Host terminates this Agreement within twenty-four months of the Effective Date, Host shall reimburse Avista for its installation and removal expenses. 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 Host. All such ancillary hardware will be disconnected by Avista or Avista's authorized third party independent contractor and left in place at the Site.
- b. If Host requests to relocate an EVSE (but not to terminate the Agreement before the end of the Term), 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 an EVSE at the new location. If Avista consents to the relocation, Host will receive an estimate for relocation costs prior to moving forward with relocation. Any removal and/or relocation of an EVSE at the original Site 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. Host 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 Host at the end of the Term.
- c. Avista, in its sole discretion may terminate the Agreement prior to the end of the Term, in which case Avista will provide Host with thirty (30) days' prior written notice and Host 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 Host within sixty (60) days of termination.

SECTION 6. TAXES ON SALE OF EVSE

If Avista opts to sell an EVSE to Host at the then current EVSE fair market value and Host agrees to purchase such EVSE, then Avista will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSEs from Avista to Host, that: i) Host 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 Host on the fair market value of the sale; and iii) Host agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

SECTION 7. 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 Host 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 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.

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, 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).

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

SECTION 10. 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 HOST. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE 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.
- b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST 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 HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

SECTION 11. 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 HOST 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 HOST FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE AN EVSE 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 of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended if Host is offering any of the EVSEs to the general public.
- b. **Assignment.** This Agreement shall not be assigned except with the prior written consent of all Parties hereto. 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 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. Avista and Host expressly waive their rights to a trial by jury in any action brought hereunder.
- f. **Dispute Resolution.** If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the 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. 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 EVSE and the 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 Work with Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSEs to Host.
- k. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11(a) (Compliance With Laws) and Section 11(i) (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:

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

Host

Contact: _____
Address: _____

Email: _____
Phone: _____

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.

[[INSERT HOST NAME]]

AVISTA CORPORATION

BY: _____

BY: _____

NAME (printed): _____

NAME (printed): _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LESSOR (if applicable)

BY: _____

NAME (printed): _____

TITLE: _____

DATE: _____

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the entity.

SITE LISTING

For Avista Non-Residential AC Level 2 Electric Vehicle Supply Equipment 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 Master Site Agreement.

Site #	Date Installed	Facility/Location Description	Facility Address	# of EVSE ports
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				