



# SHADE TREE PROGRAM

\_\_\_\_\_  
CUSTOMER NAME

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
AVISTA ELECTRIC ACCOUNT NUMBER

---

\_\_\_\_\_  
SERVICE ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

## ABOUT YOUR HOME

|   |   |   |
|---|---|---|
| _____<br>Approximate Size of Your Home<br>(SQ. FT.) | <input type="checkbox"/> I am an Avista electric customer<br>REQUIRED | <input type="checkbox"/> Yes, I have an air conditioner<br><input type="checkbox"/> Central <input type="checkbox"/> Room |
| _____<br>Approximate Age of Your Home               |   | <input type="checkbox"/> No, I don't currently have an<br>air conditioner   |

### Program Eligibility and Guidelines

The Shade Tree program ("Program") is available to Avista electric customers in the city of Spokane, Washington through the Spokane County Conservation District (SCCD).

- Owners of existing single and multi-family, primary living residences (including manufactured and modular homes) ("Qualifying Residences") are eligible to participate in the Program.

- Owners of seasonal or recreational residences are not eligible to participate in the Program.
- Owners are responsible for complying with all applicable codes and regulations.
- Owners must complete and sign a copy of this Agreement and provide to SCCD, prior to the shade tree being planted.
- Avista reserves the right to verify that a shade tree has been planted and/or inspect such shade tree after planting. Avista will coordinate inspection with Owners, as applicable.

### SHADE TREE INCENTIVE AGREEMENT Disclaimers.

**I, as Owner of a Qualifying Residence, have read the above Program Eligibility and Guidelines and agree to the conditions for participation in the Program as follows:**

1. AVISTA 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 SHADE TREE OR THE COST OF SUCH TREE OR LABOR REQUIRED TO PLANT SUCH TREE ON CUSTOMER'S PREMISES.
2. Avista's sole obligation under the Program is to provide funding, and Avista assumes no liability for Owner's decision to participate in the Program, or for any disputes arising out of maintenance, repair and/or replacement of the shade tree.
3. Owner shall indemnify and defend Avista from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever (collectively, "Losses"), or allegations of such

Losses, arising out of or related to any act, omission, fault or negligence of Owner as such Losses relate to Owner's participation under the Program.

4. Owner understands that it is not possible to predict energy savings, if any, and Avista's funding under this Agreement does not warrant that planting a shade tree will achieve any reduction in energy costs.
5. Owner acknowledges that this Program is ongoing as part of Avista's continued commitment to energy efficiency, and may be subject to change or cancellation without notice.
6. Prior to a shade tree being planted, a signed copy of this Agreement shall be provided to SCCD.
7. This Agreement: (i) is the entire agreement between the Avista and Owner concerning its subject matter; (ii) supersedes all prior agreements and understandings between Avista and Owner, whether or not written; and (iii) is not intended to confer upon any person other than Avista and Owner any rights or remedies under the Agreement.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

**SCCD REPRESENTATIVE SHOULD MAIL COMPLETED FORM TO:**  
Avista Utilities, MSC-15, PO Box 3727, Spokane, WA 99220-3727

[www.avistautilities.com](http://www.avistautilities.com) 07/09 © 2009. Avista Corporation. All Rights Reserved.