

Irrigation Efficiency Program Agreement



THIS AGREEMENT (Agreement) is made this ____ day of _____ 2009, between _____ (Customer) and IDAHO POWER COMPANY (Company), an Idaho corporation with its principal office located at 1221 W. Idaho St., Boise, Idaho.

The Parties agree as follows:

1. The Company has accepted the Customer's application to participate in the Irrigation Efficiency Program (Program). The Company agrees to pay the Customer an incentive payment for each kWh or kW the Company, in its sole discretion, determines will be saved by the Customer's new/modified irrigation system up to the following Program caps at the service point referenced below:
 - (a) For a new irrigation system installed at the Service Location, the Company will pay up to ten percent (10%) of the project cost or \$0.25 per annual kWh saved, whichever is less; or
 - (b) For modifications to an existing irrigation system at the Service Location, the Company will pay up to seventy-five percent (75%) of the project cost or \$0.25 per annual kWh saved, or \$450 per kW, whichever is less.
2. The incentive payment will be made via a check sent directly to the Customer from the Company in a reasonable amount of time after the Company has determined, in its sole discretion, that the Customer has satisfactorily (1) installed the new/modified irrigation system in a timely manner and (2) submitted final invoices and other pertinent data requested by the Company. The Company shall have no obligation to pay vendor(s) for purchase and/or installation of the Customer's new/modified irrigation system.
3. The Customer agrees to install the new/modified irrigation system at Service Location (Pump No.) _____ no later than one (1) year from the date of this Agreement. This Agreement shall be null and void in the event the Customer fails to satisfactorily install the new/modified system at that Service Location within the required time period. Customer agrees that, if the new/modified irrigation system is not installed within the required time period, the Company will not be obligated to pay the Customer an incentive payment.
4. The Customer agrees to permit the Company or its representative reasonable access to the new/modified irrigation equipment to verify its installation.
5. **The Company assumes no responsibility or liability for the performance of the Customer's new/modified irrigation system and the Company makes no warranty that the Customer will realize any energy savings as a result of installation of the new/modified irrigation system. There is no warranty of merchantability or fitness for a particular purpose and any and all implied warranties are disclaimed.**
6. The Customer agrees to indemnify the Company against any claims or damages resulting from injuries to persons or damage to property arising in connection with this Agreement or installation of the new/modified irrigation system, except as caused by the Company's sole negligence. In no event shall the Company be responsible for any special, incidental, consequential, punitive, exemplary or indirect damages in tort or contract under any indemnity provision or otherwise.
7. The Company is not responsible for any taxes that may be imposed on the Customer resulting from incentive payments or equipment installed due to the Customer's participation in the Program.

For Customer:

For Idaho Power Company:

Signature

Agricultural Representative