

Uniform Irrigation Peak Rewards Service Application/Agreement



THIS AGREEMENT made this _____ day of _____, _____ between _____ hereinafter called Customer, whose billing address is _____, and IDAHO POWER COMPANY, a corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company. This Agreement shall automatically renew on March 15 of each calendar year unless notice of termination is given by either party to the other prior to the annual renewal date. This Agreement is for the Metered Service Point(s) identified on the attached worksheet (Worksheet):

The Customer designates the following person as the Customer's authorized contact:

Authorized Contact: _____
Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

NOW, THEREFORE, the Parties agree as follows:

1. The Uniform Irrigation Peak Rewards Service Application/Agreement must be signed by the Customer and the Customer must be the person who is responsible for paying bills for retail electric service provided by the Company at the Metered Service Point(s) identified on the Worksheet.
2. The Customer understands that the information concerning the Metered Service Point(s) on the Worksheet is based on the best information currently available to the Company. The Bill Credit amounts are estimates based on the previous year's billing history for the Metered Service Point(s) specified on the Worksheet. Customers without sufficient billing history will be provided an estimated Bill Credit based on the stated cumulative horsepower at the Metered Service Point. The Bill Credit estimates are provided for illustration purposes. The Customer agrees to specify which Metered Service Point(s) listed on the Worksheet the Customer wishes to enroll in the Program and the Interruption Option selected for each specified Metered Service Point.
3. From time to time during the term of this Agreement and with prior reasonable notice from the Company, the Customer shall permit the Company or its representative to enter the Customer's property on which the enrolled Metered Service Point(s) are located to permit the Company or its representative to install, service, maintain and/or remove Load Control Device(s) on the electrical panel that services the Customer's irrigation pumps. The Load Control Device(s) may remain in place on the Customer's property upon termination of the Agreement unless the Customer specifically requests removal.
4. The Customer understands and acknowledges that by participating in the Program, the Company shall, at its sole discretion, have the ability to interrupt the specified irrigation pumps at the Metered Service Point(s) enrolled in the Program according to the provisions of the Interruption Option selected. The Company retains the sole right to determine the criteria under which a load control event is scheduled for each Metered Service Point. The Customer also understands and acknowledges that if a Metered Service Point provides electricity to more than one irrigation pump, each pump will be scheduled for service interruption simultaneously, excluding Metered Service Points participating in the Program under Dispatchable Option 3.
5. The Customer may be required to pay an Installation Fee when a Load Control Device is installed on an eligible Metered Service Point providing electric service to irrigation pumps with less than 100 cumulative horsepower. The Installation Fee is non-refundable except when a Customer elects for Early Termination of the Program.
6. For the Customer's satisfactory participation in the Program, the Company agrees to pay the Customer the Demand Credit and/or Energy Credit corresponding to the Interruption Option selected by the Customer. The Bill Credit included on the Worksheet is based upon the billing history for the Metered Service Point(s) specified on the Worksheet, for the months of June, July and August of the prior year. The Bill Credit will be paid in the form of a credit on the Customer's monthly bill. The Demand Credit may be prorated for the months of June, July and August depending on the Customer's billing cycle.

Metered Service Points with interval metering, at least 1,000 cumulative HP and participating under the manual option, will receive a Bill Credit from the Company within 30 days of billing due to the extensive data analysis required to process interval metering data.

7. If the Customer terminates this Agreement anytime between June 15 and August 15 of the current calendar year while the Metered Service Point(s) are still connected for service and has not elected Early Termination of the Program, the Customer agrees to pay the Company the applicable Termination Fee, which sum will be included on the Customer's monthly bill. The Customer's Bill Credit for the month of termination shall be prorated for the number of days in that month that the Customer is a participant in good standing in the Program. In the first year that a Metered Service Point becomes enrolled in the Program, a Termination Fee will also be assessed whenever the Customer does not elect for Early Termination and requests to terminate the participation of the newly enrolled Metered Service Point any time prior to August 15. Upon terminating participation of a Metered Service Point the Customer may not re-enroll that Metered Service Point into the Program until the following calendar year.
8. Under the Timer Option, whenever the Customer elects to change Options to reduce the number of days of weekly interruption of a Metered Service Point on or after June 15 of each calendar year, the Customer shall pay the Company the sum of \$100.00, which sum will be included on the Customer's monthly bill following the implementation of the requested change. The Customer's Bill Credit shall be prorated based upon the number of days in that month the Customer participated under each interruption schedule. The Company will not accept any requests to increase the number of days of weekly interruption on or after June 15 of each calendar year.
9. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a load control event at a Metered Service Point(s), the Agreement as it applies to that Metered Service Point will be automatically terminated. The Customer will also be required to reimburse the Company for all costs of replacement or repair of the Load Control Device(s), including labor and other related costs, pay the Company the applicable Termination Fee which sum will be included on the Customer's monthly bill and the Company will reverse any Demand Credits applied to the Customer's monthly bill(s) for the Metered Service Point as a result of the Customer's participation in the Program during the current year.
10. The Company's Schedule 23, any revisions to that schedule and/or any successor schedule are to be considered part of this Agreement.
11. This Agreement and the rates, terms and conditions of service set forth or incorporated herein and the respective rights and obligations of the Parties hereunder shall be subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction.
12. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing any terms, rates, charges, classification of service or any rules, regulations or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Customer to unilaterally make application to the Commission for any such change.
13. In any action at law or equity under this Agreement and upon which judgment is rendered, the prevailing Party, as part of such judgment, shall be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.
14. The Company retains the sole right to select and reject the participants to receive service under Schedule 23. The Company retains the sole right for its employees and its representatives to install or not install Load Control Devices on the Customer's electrical panel at the time of installation depending on, but not limited to, safety, reliability, or other issues that may not be in the best interest of the Company, its employees or its representatives.
15. Under no circumstances shall the Company or any subsidiary, affiliates or parent Company be held liable to the Customer or any other party for damages or for any loss, whether direct, indirect, consequential, incidental, punitive or exemplary resulting from the Program or from the Customer's participation in the Program. The Customer assumes all liability and agrees to indemnify and hold harmless the Company and its subsidiaries, affiliates and parent company for personal injury, including death, and for property damage caused by the Customer's decision to participate in the Program and to reduce loads.

The Company makes no warranty of merchantability or fitness for a particular purpose with respect to the Load Control Device(s) and any and all implied warranties are disclaimed.

CUSTOMER

Printed Name of Signor

Signature

Date