

## Flex Peak Program Application

This Application/Agreement must be submitted for any new customer that intends to enroll in Idaho Power Company's Flex Peak Program (Schedule 82 in Idaho and Schedule 76 in Oregon). Applicants must include the Facility Site(s) they wish to enroll and the initial Nominated kW<sup>1</sup> for each Facility Site. If a participant requests the Aggregated Option<sup>2</sup> they must specify this on the Program Application/Agreement. To be eligible to participate, Customers must be capable of providing a minimum load reduction of 20 kW per Facility Site or an aggregate reduction of 35 kW under the Aggregated Option. Participant must specify whether they would like the Manual<sup>3</sup> or Automatic<sup>4</sup> Dispatch Option on the Application/Agreement.

### Customer Information

Company Name (Organization's Legal Name)			
Mailing Address	City	ST	Zip
Phone	Fax		
Legal Business Name	Federal Tax ID# (EIN or SSN)		
Mailing Address for payment to be sent (if different than above)	City	ST	Zip

### Payment Option at the End of Season?

Check to be mailed

Bill Credit (specify account number) \*Incentive payments of less than \$100 will be automatically applied as a bill credit

### Facility Site Information

The Customer designates the following person as the authorized contact with whom Idaho Power will communicate regarding Program event notification:

### Incentive Payment Information

Authorized Contact Name		Title
Business Phone	Cell Phone	E-mail (Required)
Receive text message notifications?      Yes      No		

### Facility Site Information

List the Facility Site(s) you wish to enroll below. If you prefer the "Aggregated Option," specify which site(s) you want combined.

AGGREGATED OPTION	METER #	AUTO OR MANUAL DISPATCH OPTION	FACILITY SITE LOCATION / ADDRESS	NOMINATED kW SIGNUP AMOUNT
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		
Yes    No    N/A		Auto    Manual		

## Additional Contacts for Event Notification

NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No		

## FLEX PEAK PROGRAM TERMS & CONDITIONS

The Flex Peak Program Application/Agreement must be signed by the Customer or an authorized representative. Upon confirmation of enrollment by the Company, the Customer agrees to the following:

1. The Company's Flex Peak Program as set forth in Schedule 82 in Idaho and Schedule 76 in Oregon, and any revisions to and/or any successors to these schedules, are incorporated and are to be considered part of this Agreement. All capitalized terms not otherwise defined herein shall have the meanings given them in these schedules.
2. The Customer understands and acknowledges that in choosing to participate in the Program, it agrees to a reduction of its electric load by the Nominated kW amount at the enrolled Facility Site(s). In exchange Participants will be eligible for a financial incentive as approved by the regulatory authority having jurisdiction.
3. Once accepted into the Program, Participants will automatically be re-enrolled each year thereafter unless notice of termination is given by the other party.
4. Both the Company and the Participant may terminate participation in the Program at any time by notifying the other party in writing. If Program participation is terminated, the Participant may not re-enroll the Facility Site(s) into the Program until the following calendar year.
5. The Company retains the sole right to determine the criteria under which a Load Control Event is called and the decision of whether to call for, initiate, or cancel a Load Control Event shall be at the Company's sole discretion.
6. The Company shall have the right to accept Participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, total Program capacity, a Facility Site location, amount of capacity provided at a Facility Site, availability of Program equipment, facility system configuration, or electric system configuration.
7. Participants that choose to participate in the Program under the Automatic Dispatch Option grant the Company or its representative permission, on reasonable notice, to enter the Customer's enrolled Facility Site(s) to install, service, maintain, and/or remove Load Control Device(s) on the electrical panel that services the anticipated load reduction. 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.
8. If there is evidence of the Participant altering, tampering, or otherwise interfering with the Company's ability to initiate a Load Control Event, the Customer's participation in the Program will be terminated, and the Customer will be required to reimburse the Company for all costs for replacement or repair of the Load Control Device(s) or other Program equipment, including labor and other related costs, and the Company will reverse any and all incentive payments made during the previous twelve months as a result of the Customer's participation in the Program.

## Customer Agreement

I, the undersigned, declare that I am the Customer of record or a duly authorized representative empowered to enter into this Agreement and that I have read and agree to comply with the Flex Peak Program requirements.

CUSTOMER NAME (PLEASE PRINT)

CUSTOMER SIGNATURE

DATE

By typing your name on the line above, you are electronically signing the application, subject to the 'Customer Agreement' above.

### *Endnotes*

<sup>1</sup> Nominated kW - The amount of load expressed in kW that a Facility Site commits to reduce during a Program Event. Participants are expected to reduce their load by the Nominated kW during each hour of each Program Event for the duration of the event. Please see Schedule 82 (or 76 for Oregon) for details.

<sup>2</sup> Aggregated Option - Multiple Facility Sites belonging to a single Participant that are grouped together per the customer's request with a single Nominated kW for participation in the Program. Under this option, the Company will sum the performance data from each enrolled Facility Site before calculating any incentive amounts.

<sup>3</sup> Manual Dispatch Option- Customers are eligible to manually control their service points. Under the Manual Dispatch Option customers have the flexibility to choose which loads will be interrupted during each dispatched Load Control Event.

<sup>4</sup> Automatic Dispatch Option- A dispatchable Load Control Device, provided and installed by the Company or its representative, will be connected to the electrical panel(s) serving the loads associated with the Facility Site(s) enrolled in the Program. The Load Control Device utilized under the Automatic Dispatch Option will provide the Company the ability to send a signal intended to interrupt operation of a particular load or service during dispatched Load Control Events. In lieu of the Company or its representative installing the Load Control Device at the Company's expense, the Participant may elect to hire a licensed electrician, at the Participant's expense, to install the Load Control Device in accordance with the National Electrical Code ("NEC") and any Idaho Power or manufacturer specifications or requirements.