

Flex Peak Program Terms and Conditions

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.