ATTACHMENT A

Form Of Service Agreement For
Firm Point-to-Point Transmission Service

- - - - - - -

LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE AGREEMENT
under
AVISTA CORPORATION'S
OPEN ACCESS TRANSMISSION TARIFF
FERC ELECTRIC TARIFF, VOLUME NO. 8

This LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE AGREEMENT made and entered into this _____ day of _____, _____, by and between AVISTA CORPORATION ("Avista ") and TRANSMISSION CUSTOMER ("<Transmission Customer>"), which hereinafter may be referred to individually as "Party" or collectively as "Parties".

W I T N E S S E T H

WHEREAS, Avista provides Firm Point-to-Point Transmission Service over its Transmission System under Avista 's Open Access Transmission Tariff; and

WHEREAS, <Transmission Customer> desires to receive Long-Term Firm Point-to-Point Transmission Service under Avista's Open Access Transmission Tariff; and

NOW THEREFORE, the Parties agree as follows:

Section 1 – Definitions

Unless otherwise defined herein, all capitalized terms shall have their respective meanings as set forth in Avista's Open Access Transmission Tariff, FERC Electric Tariff, Volume No. 8 ("Tariff"). <Transmission Customer> shall be the Transmission Customer as such term is used in the Tariff and Avista shall be the Transmission Provider as such term is used in the Tariff.

Section 2 - Standard Provisions

2.1 Terms and Conditions: The terms and conditions under which Long-Term Firm Transmission Service is offered and accepted are pursuant to this Service Agreement and to the Tariff. The Tariff is hereby incorporated by this reference and made a part of this Service Agreement. Avista may change the terms and conditions of the Tariff upon, and only upon, approval by the Commission pursuant to a filing by Avista.

2.2 Completed Application: Avista has determined that <Transmission Customer> is deemed to have a Completed Application for Firm Point-to-Point Transmission Service under the Tariff.

2.3 Application Deposit: <Transmission Customer> has provided to Avista an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

2.4 System Impact and Facilities Studies: Study Agreements for a System Impact Study and/or a Facilities Study <are/are not> required for the Application dated _____, _____.

Section 3 - Term and Regulatory Filing

3.1 Effective Date and Filing: This Service Agreement shall be effective on the Service Commencement Date of _____, _____ or such other date as may be designated by the Commission when accepted for filing ("Effective Date"). Avista shall file this Service Agreement with the Commission as a Service Agreement under the Tariff.

3.2 Termination of Agreement: This Service Agreement shall remain in effect through _____, _____.

Section 4 - Long-Term Firm Point-to-Point Transmission Service

Commencing on the Effective Date Avista shall provide, and <Transmission Customer> shall take and pay for, Long-Term Firm Point-to-Point Transmission Service pursuant to the Tariff. Exhibit 1 to this Service Agreement lists the Points of Receipt and Points of Delivery, the amounts of Reserved Capacity at the Points of Receipt and Points of Delivery and applicable charges for Long-Term Firm Point-to-Point Transmission Service.

Section 5 - Other Services

Commencing on the Effective Date Avista shall provide, and <Transmission Customer> shall take and pay for, all applicable Ancillary Services. The amounts of such services, specific terms and conditions associated with such services, and the charges for such services are listed in Exhibit 2 to this Service Agreement.

Section 6 - Construction of Facilities

<No construction/Construction> of Direct Assignment Facilities or Network Upgrades <are/is> required for Firm Transmission Service to be provided pursuant to this Service Agreement.

Section 7 - Billing and Payment

Billing and payment for all services provided under this Service Agreement shall be pursuant to Section 7 of the Tariff. Bills sent to <Transmission Customer> shall be sent to:

Attention: <>
<>
<>
<>

All payments to Avista shall be wire transferred to the account specified on each billing invoice.

Section 8 - Miscellaneous Provisions

8.1 Waivers: Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Service Agreement shall not be considered a waiver with respect to any other default of the same or any other matter.

8.2 Effect of Section Headings: Section headings appearing in this Service Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Service Agreement.

8.3 Notices: Any written notice or request made to Avista under this Service Agreement shall be directed to:

Attention: Manager, Transmission Services
Avista Corporation
1411 East Mission Avenue
Spokane, Washington 99202-2600
or
P. O. Box 3727
Spokane, Washington 99220-3727

Any written notice or request made to <Transmission Customer> under this Service Agreement shall be directed to:

Attention: <>
<>
<>
<>

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be executed in their respective names by their duly authorized representatives as of the date first noted above.

AVISTA CORPORATION

By: _____

_____
print/type

_____
Title

Signed this _____ day of _____, _____.

<TRANSMISSION CUSTOMER>

By: _____

_____
print/type

_____
Title

Signed this _____ day of _____, _____.

EXHIBIT 1
SPECIFICATIONS AND CHARGES FOR
LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

Point of Receipt

Location: <>
Reserved Capacity: <>
Delivering Party: <>

Point of Delivery

Location: <>
Reserved Capacity: <>
Receiving Party: <>

Reserved Capacity

Maximum Amount of Capacity and Energy to be Transmitted:
<>

Monthly Transmission Charge

(Pursuant to Schedule 7 of the Tariff)
One twelfth of the Annual Transmission Charge multiplied by the monthly Reserved Capacity,. The Annual Transmission Charge shall be the then-current yearly rate for Long-Term Firm Point-to-Point Transmission Service. As of the Effective Date, the yearly rate is $_____/kW-year, or $_____/kW-month.

Losses

(Pursuant to Section 15.7 of the Tariff)
Loss Factor is three percent (3%) applied to actual energy transmitted, to be delivered to Avista at either the Point of Receipt or the Point of Delivery or such other point as may be mutually agreed upon by the Parties from time to time. Avista shall specify and <Transmission Customer> shall return its applicable loss return obligation amounts, in whole megawatt increments, for delivery one-hundred and sixty-eight (168) hours following the transmission of such energy, unless otherwise reasonably specified by Avista.

System Impact and/or Facilities Study Charges

(Pursuant to Section 19 of the Tariff)
<>

Direct Assignment Facilities Charges

<>

Designation of Party Subject to Reciprocal Service Obligation

(Pursuant to Section 6 of the Tariff)

EXHIBIT 2
SPECIFICATIONS AND CHARGES FOR ANCILLARY SERVICES

Scheduling, System Control and Dispatch Service

(Pursuant to Schedule 1 of the Tariff)

<>

Reactive Supply and Voltage Control from Generation Sources

(Pursuant to Schedule 2 of the Tariff)
<>

Regulation and Frequency Response Service

(Pursuant to Schedule 3 of the Tariff)
<>

Energy Imbalance Service

(Pursuant to Schedule 4 of the Tariff)
<>

Operating Reserve - Spinning Reserve Service

(Pursuant to Schedule 5 of the Tariff)
<>

Operating Reserve - Supplemental Reserve Service

(Pursuant to Schedule 6 of the Tariff)
<>

Generator Imbalance Service

(Pursuant to Schedule 9 of the Tariff)
<>

ATTACHMENT A-1

Form Of Service Agreement For
The Resale, Reassignment Or Transfer Of
Long-Term Firm Point-to-Point Transmission Service
- - - - - - -

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ Avista Corporation ("Transmission Provider"), and _____ ("Assignee").

2.0 The Assignee has been determined by the Transmission Provider to be an Eligible Customer under the Tariff pursuant to which the transmission service rights to be transferred were originally obtained.

3.0 The terms and conditions for the transaction entered into under this Service Agreement shall be subject to the terms and conditions of Part II of the Transmission Provider's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transmission capacity (pursuant to Section 23.1 of this Tariff) and the Assignee to include: contract effective and termination dates, the amount of reassigned capacity or energy, point(s) of receipt and delivery. Changes by the Assignee to the Reseller's Points of Receipt and Points of Delivery will be subject to the provisions of Section 23.2 of this Tariff.

4.0 The Transmission Provider shall credit the Reseller for the price reflected in the Assignee's Service Agreement or the associated OASIS schedule.

5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Attention: Manager, Transmission Services
Avista Corporation
1411 East Mission Avenue
Spokane, Washington 99202-2600
or
P. O. Box 3727
Spokane, Washington 99220-3727

Assignee:

Attention: <>
<>
<>
<>

6.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

AVISTA CORPORATION

By: _____

_____
print/type

_____
Title

Signed this _____ day of _____, _____.

<TRANSMISSION CUSTOMER>

By: _____

_____
print/type

_____
Title

Signed this _____ day of _____, _____.

Specifications For The Resale, Reassignment Or Transfer of
Long-Term Firm Point-to-Point Transmission Service

1.0 Term of Transaction:_____

Start Date:_____

Termination Date:_____

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

_____

3.0 Point(s) of Receipt_____

Delivering Party:_____

4.0 Point(s) of Delivery:_____

Receiving Party:_____

5.0 Maximum amount of reassigned capacity:_____

6.0 Designation of party(ies) subject to reciprocal service obligation:_____
_____
_____
_____

7.0 Name(s) of any Intervening Systems providing transmission service:_____
_____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge:_____
_____

8.2 System Impact and/or Facilities Study Charge(s):
_____
_____

8.3 Direct Assignment Facilities Charge:_____
_____

8.4 Ancillary Services Charges:_____
_____
_____
_____
_____
_____
_____

9.0 Name of Reseller of the reassigned transmission capacity:
_____

ATTACHMENT B

Form Of Service Agreement For
Short-Term Firm Point-to-Point Transmission Service and
Non-Firm Point-to-Point Transmission Service

- - - - - - -

SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE
and
NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE
AGREEMENT
under
AVISTA CORPORATION'S
OPEN ACCESS TRANSMISSION TARIFF
FERC ELECTRIC TARIFF VOLUME NO. 8

This SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE and NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE AGREEMENT made and entered into this _____ day of _____,_____, by and between AVISTA CORPORATION ("Avista ") and TRANSMISSION CUSTOMER ("<Transmission Customer>"), which hereinafter may be referred to individually as "Party" or collectively as "Parties".

W I T N E S S E T H

WHEREAS, Avista provides Short-Term Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point Transmission Service over its Transmission System under Avista 's Open Access Transmission Tariff; and

WHEREAS, <Transmission Customer> desires to obtain Short-Term Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point Transmission Service over Avista's Transmission System from time to time.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Definitions

Unless otherwise defined herein, all capitalized terms shall have their respective meanings as set forth in Avista's Open Access Transmission Tariff, FERC Electric Tariff Volume No. 8 ("Tariff"). <Transmission Customer> shall be the Transmission Customer as such term is used in the Tariff and Avista shall be the Transmission Provider as such term is used in the Tariff.

Section 2 - Standard Provisions

2.1 Terms and Conditions: The terms and conditions under which short-term firm and non-firm Transmission Service is offered and accepted are pursuant to this Service Agreement and to the Tariff. The Tariff is hereby incorporated by this reference and made a part of this Service Agreement as Exhibit 1. Avista may change the terms and conditions of the Tariff upon, and only upon, approval by the Commission pursuant to a filing by Avista.

2.2 Eligible Customer: <Transmission Customer> represents that it is an Eligible Customer under the Tariff.

Section 3 - Term and Regulatory Filing

3.1 Effective Date and Filing: This Service Agreement shall be effective on the date set forth above or such other date as may be designated by the Commission when accepted for filing ("Effective Date"). Avista shall file this Service Agreement with the Commission as a Service Agreement under the Tariff.

3.2 Termination Due to Lack of Creditworthiness: If at any time during the term of this Service Agreement Avista should require <Transmission Customer>, by written notice and pursuant to Section 11 of the Tariff, to provide and maintain a form of security and <Transmission Customer> does not comply with this requirement within a reasonable period of time, Avista may terminate this Service Agreement upon approval by the Commission pursuant to a filing by Avista.

3.3 Termination of Agreement: Except as provided in paragraph 3.2, this Service Agreement shall remain in effect until such time as <Transmission Customer> provides written notice of termination to Avista.

Section 4 - Point-to-Point Transmission Service

4.1 Avista shall provide Short-Term Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point Transmission Service upon request by an authorized representative of <Transmission Customer>.

4.2 <Transmission Customer> agrees to supply information which Avista deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

4.3 Avista shall provide, and <Transmission Customer> shall take and pay for, Short-Term Firm Point-to-Point Transmission Service and Non-Firm Point-to-Point

Transmission Service pursuant to the provisions of Part II of the Tariff and this Service Agreement.

4.4 The applicable charges for Short-Term Firm Point-to-Point Transmission Service shall be pursuant to Schedule 7 of the Tariff and shall be agreed upon by the Parties at the time such service is reserved.

4.5 The applicable charges for Non-Firm Point-to-Point Transmission Service shall be pursuant to Schedule 8 of the Tariff and shall be agreed upon by the Parties at the time such service is reserved.

Section 5 - Billing and Payment

Billing and payment for all services provided under this Service Agreement shall be pursuant to Section 7 of the Tariff. Bills sent to <Transmission Customer> shall be sent to:

Attention: <>
<>
<>
<>

All payments to Avista shall be wire transferred to the account specified on each billing invoice.

Section 6 – Resale, Re-assignment or Transfer

6.1 As an Eligible Customer under the Tariff, pursuant to which the transmission service rights to be transferred were originally obtained, <Transmission Customer> ("Assignee") may request and accept the resale, re-assignment or transfer of Short-Term Firm Point-to-Point Transmission Service by a Reseller.

6.2 The terms and conditions for any resale, re-assignment or transfer under this Service Agreement shall be subject to the terms and conditions of Part II of Avista's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transmission capacity (pursuant to Section 23.1 of the Tariff) and Assignee, which may include: contract effective and termination dates, the amount of reassigned capacity or energy, Point(s) of Receipt and Point(s) of Delivery. Changes by the Assignee to the Reseller's Point(s) of Receipt and Point(s) of Delivery shall be subject to the provisions of Section 23.2 of the Tariff.

6.3 Avista shall credit the Reseller for the price reflected in the Assignee's OASIS transaction record.

Section 7 - Miscellaneous Provisions

7.1 Waivers: Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Service Agreement shall not be considered a waiver with respect to any other default of the same or any other matter.

7.2 Effect of Section Headings: Section headings appearing in this Service Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Service Agreement.

7.3 Notices: Any written notice or request made to Avista under this Service Agreement shall be directed to:

Attention: Manager, Transmission Services
Avista Corporation
1411 East Mission Avenue
Spokane, Washington 99202-2600
or
P. O. Box 3727
Spokane, Washington 99220-3727

Any written notice or request made to <Transmission Customer> under this Service Agreement shall be directed to:

Attention: <>
<>
<>
<>

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be executed in their respective names by their duly authorized representatives as of the date first noted above.

AVISTA CORPORATION

By: _____

_____
print/type

_____
Title

Signed this _____ day of _____, _____.

<TRANSMISSION CUSTOMER>

By: _____

_____

print/type

_____

Title

Signed this _____ day of _____, _____.