



EXAMPLE ONLY – NOT A LEGAL DOCUMENT

1225 17th Street
Denver, CO 80202

Application ID: _____

SOLAR*REWARDS CONTRACT

Customer-Sited Photovoltaic (PV) System (PV Systems 10 kW DC nameplate capacity & below)

This Contract is made and entered into this ____ day of _____, 20__, by and between Public Service Company of Colorado, d/b/a/ Xcel Energy (“Xcel Energy” or “Company”), a Colorado corporation, whose address is _____, and _____ (“Customer”), whose electric service address is _____, Colorado (the “service address”).

- 1. Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Customer agrees to sell and Xcel Energy agrees to purchase from Customer all of the Renewable Energy Credits (“RECs”) generated by the photovoltaic solar system (the “PV system”) at the service address for a term of twenty (20) years from the installation date set forth in the “Actual System Installation Information” attached hereto and incorporated by this reference into this Contract as Exhibit 1.
- 2. Purchase Price.** The price for the RECs shall include two components, a “standard rebate” based on installation of the PV system and a payment based on Xcel Energy’s receipt of all RECs generated by the PV system. The total price shall for the RECs shall be \$2.00 per watt direct current (“DC”) for the installation of the PV system and \$2.50 per watt DC for the RECs.
- 3. Representations.** The signatories hereto individually and collectively make the following representations:
 - a. They are individually authorized and competent to sign this Contract, and that they have read the Contract and agree to be bound by its terms.
 - b. Customer receives electric service from Xcel Energy at the address set forth above, and for the purpose of this Contract is the person in whose name electric service is listed at the service premise.
 - c. Customer is an end-use electric consumer located within the electric service territory of Xcel Energy in Colorado whose primary business is not the generation of electricity for retail or wholesale sale from the same facility.
 - d. The Customer has installed a new PV system at the service premise, which has at least a five-year warranty, was installed as of the date set forth, and conforms to the specifications, tilt and orientation described in Exhibit 1 attached hereto.
 - e. All PV equipment including, but not limited to modules, inverters, etc., as described in Exhibit 1 is listed as eligible equipment as shown on the Xcel Energy website: xcelenergy.com/solar.
 - f. The orientation of the PV system is free of shade from trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.
- 4. Terms and Conditions.**
 - a. Customer shall be solely responsible for ensuring that the PV system equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
 - b. The PV system shall be located on the Customer’s electric service premises at all times during the term of this Contract.



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- c. The PV system shall be a minimum capacity of 500 watts and a maximum capacity not to exceed 10 kilowatts, nameplate DC output capacity.
- d. The Term of this Contract shall be twenty (20) years beginning June 25, 2006; however, this Contract is assignable by customer to any subsequent purchaser of Customer's premises, pursuant to section 4 (t) below. Xcel Energy shall purchase and own all RECs produced by the PV system during the Term of this Contract.
- e. Xcel Energy shall receive all excess energy, if any, generated by the PV system at the service premise and not used by the Customer. The Customer will receive compensation for the energy generated by the PV system and not used by the Customer at the premise via "net metering" as set forth in the Company's Electric Tariff on file with the Colorado PUC as the same may be changed from time to time. Excess energy produced during the year with a calendar year-end balance due the Customer will be paid to the Customer by a check from Xcel Energy.
- f. Xcel Energy will issue the rebate and upfront REC payment in the form of a check and not as utility bill credits.
- g. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the rebate or REC payment.
- h. Qualification for the cash incentive payment does not imply any representation or warranty by Xcel Energy of the design, installation or operation of the PV equipment, and Xcel Energy expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- i. Xcel Energy shall not be responsible or liable for any personal injury or property damage caused by the PV system or any individual component equipment of the system.
- j. Customer shall indemnify, defend, and hold Xcel Energy, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV system or any component equipment of the system.
- k. Customer shall comply with all of the rules stated in Xcel Energy's applicable Electric Tariff related to photovoltaic systems, as the same may be revised from time to time. In the event of any conflict between the terms of this contract and the Electric Tariff, the provisions of the tariff shall control.
- l. The Customer shall maintain the PV system and the individual components of the system in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV system or any of the individual components of the system should be damaged or destroyed, the Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in Exhibit 1 at the Customer's sole expense. Damages for breach of this provision of the Contract are limited to the repayment by Customer of the pro-rata share of the rebate and REC payment made to Customer under this Contract. For example, if the Customer breaches this provision in the tenth year of the Contract Term, liquidated damages would equal one-half of the rebate and REC payment made under this Contract. Customer is released from further liability under this Contract upon the payment of said liquidated damages to Xcel Energy.
- m. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties for as long as the Contract remains in effect.
- n. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the contract, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing party.
- o. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.



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- p. The parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching party actually discovers the breach.
- q. If any of the representations of the parties are false or incorrect, such false or incorrect representation shall constitute a material breach of this Contract.
- r. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- s. This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.
- t. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, a copy of the Interconnection Agreement and any remaining warranty information. Customer is released from any and all future liability under this Contract upon its assignment.
- u. By executing this Contract, Customer grants to Xcel Energy permission to share the location of the Customer's PV system and other information concerning the RECs sold to Xcel Energy by Customer under this Contract to other Colorado Public Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of RECs for the limited purpose of ensuring that the RECs associated with the Customer's PV system have not been sold to another entity.

As a qualified Xcel Energy customer, I have read, understand and agree to the terms of the Contract set forth above and accept the Rebate and REC payment.

Customer Name (printed): _____

Customer Signature: _____ Date: _____

Based on the actual equipment information provided, Xcel Energy extends the following rebate and REC payment to Customer.

Rebate payment : \$ _____
 REC payment: \$ _____
 Rebate and REC payment in dollars: \$ _____

Public Service Company of Colorado d/b/a Xcel Energy

By: _____ Date: _____
as authorized agent for Public Service Company of Colorado

Please mail the signed Solar*Rewards Contract to the Solar*Rewards program manager at the address shown below. The Contract will be signed by Xcel Energy and a copy of the Contract will be mailed back to you.

Solar*Rewards
Xcel Energy
414 Nicollet Mall – 6th floor
Minneapolis, MN 55401
Fax: 800-252-4371

Solar Rewards Program Manager: _____



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EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION

Installer completes the following AFTER project completion and installation

Customer name _____

Installation address _____

Installer name _____

Actual price for PV installation without batteries (*attach PV invoice*) _____

Xcel Energy Account Number _____

Date of PV installation _____

Date of town / municipal / county inspection _____

Name of inspection entity (town, municipal, county) _____

Amount of rebate and REC payment (\$) _____

Date of installer inspection _____

Please check the appropriate box(es) if this is the same as the application for each item:

- Tilt _____° (90° is vertical, 0° is flat)
- Orientation _____° (180° is south, 90° is east, 270° is west)
- Manufacturer of PV panels installed _____
- Model number of PV panels installed _____
- STC rating (watts DC) _____
- Manufacturer of PV inverter installed _____
- Model number PV inverter installed _____
- Power rating _____ (watts)
- PVWatts estimate of annual kWh generated _____
- Efficiency % _____
- Battery backup? Yes No

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

Installer's Signature

Date