



Solar*Rewards Contract
Customer–Sited Photovoltaic (PV) System
(PV Systems Greater Than 0.5 kW and Not Exceeding 10 kW DC Nameplate Capacity)

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”). Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

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 payable upon installation of the PV System: a “standard rebate” and a lump-sum payment for Xcel Energy’s purchase and receipt of all RECs generated by the PV System. The total price for the RECs shall be \$2.00 per watt direct current (“DC”) for the standard rebate for installation of the PV System and \$_____ per watt DC for the RECs.
3. **Representations.** Customer hereby makes the following representations and warranties to Public Service:
 - a) Customer warrants that the person signing this Contract on behalf of Customer is individually authorized and competent to sign this Contract and to bind Customer to the terms hereof.
 - b) Customer receives electric service from Xcel Energy at the Service Address set forth above, and 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) Customer has installed a new PV System at the Service Address, 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: www.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.
 - g) The PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Customer acknowledges that Public Service’s Solar*Rewards Standard Offer Program is only available to PV

systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.

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.
- c) The PV System shall have a minimum nameplate DC output capacity of 500 watts and a maximum capacity not to exceed 10 kilowatts.
- d) The Term of this Contract shall be twenty (20) years beginning _____. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address, pursuant to subsection 4(u) 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 Address and not consumed by the Customer. The Customer will receive compensation for the energy generated by the PV System and not used by the Customer at the Service Address 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. Xcel Energy will purchase the net amount of any such excess energy produced during the year (based on a calendar year-end balance) by check paid to the Customer.
- f) Xcel Energy will issue the rebate and upfront REC payment pursuant to Section 2 above 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. Nothing in this Contract shall be construed as any representation or warranty by Xcel Energy of the design, installation or operation of the PV System or any component thereof, 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.
- 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. Xcel Energy shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Xcel Energy makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to payment of this rebate amount, and Customer is urged to seek professional advice regarding this issue.

- 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. If the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. Upon such termination, Customer shall refund to Public Service a prorated amount of the total rebate and REC payment originally paid to Customer hereunder for each year remaining in the Term of this Contract as of the date of such termination, calculated in the same manner as provided above.
- m) This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns 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. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. 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.
- o) Definition of Force Majeure.
1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating energy and associated RECs in commercial quantities; long-term material changes in energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Customer to secure and protect the PV System, terrorism, war, riots, fire; explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.
 2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Customer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a

mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Customer's supplies, or that affect demand or price for any of Public Service's or Customer's products.

p) Applicability of Force Majeure.

1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for energy or RECs under this Contract except for actual production as measured by the metering provisions of this Contract.

q) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 4(p)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve Customer of any obligation to return to Public Service a prorated amount of any rebate paid under the Rebate Contract pursuant to the Terms and Conditions thereof.

- r) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Contract.
- s) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- t) 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.

- u) 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.
- v) Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- w) This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- x) By executing this Contract, Customer grants to Xcel Energy permission to share information concerning the location of the 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 in REC transactions 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 in dollars _____.

REC payment in dollars _____.

Total payment in dollars _____.

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

By: _____
As authorized agent for Public Service Company of Colorado

Date: _____.

Title: _____

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 with the rebate check.

Solar*Rewards

Xcel Energy
1225 17th Street, Suite 1200
Denver, CO 80202-5533
Fax: 800-252-4371

Date rebate and REC payment sent to Customer: _____
Solar*Rewards program manager

SAMPLE

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 S, 90° is E, 270° is W)
- Manufacturer of PV panels installed _____
- Model # of PV panels installed _____
- STC Rating (watts DC) _____
- Manufacturer of PV inverter installed _____
- Model # PV inverter installed _____
- Power rating _____
- 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