

Application ID: _____

SOLAR*REWARDS

CUSTOMER CONTRACT

Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and Less than 20 kW DC Nameplate Capacity

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and _____ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: _____, concerning electric service at the following address: _____ (the "Service Address").

1. Fact Background.

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and less than 20 kilowatts direct current ("DC"), on property located at the Service Address.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee of \$250.00. Unfunded applicants for whom engineering review has not been completed will receive a full refund for this fee.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. A Customer who receives approval for, or is a participant in, the Made in Minnesota program for the PV System covered by this Contract shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- g. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

(Continued on Sheet No. 9-34)

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Docket No.	E002/M-13-1015		Order Date:	07-23-14

SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 34

2. Purchases and Sales of Electricity.

Customer and Company agree:

- a. Company will sell electricity to Customer under the rate schedule in force for the class of customer to which Customer belongs.
- b. Customer agrees to supply electricity generated by the PV System in the form of ___ phase, ___ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of ___.
- c. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission. Customer elects to sell electricity generated by the PV System in excess of Customer's own use under the terms of the following Company tariff:

- Net Energy Billing Service, Rate Code A50
- Purchase and Sale Billing Service, Rate Code A51
- Time of Day Purchase Service, Rate Code A52

A copy of the currently filed elected tariff is attached as Exhibit 2. The rates, terms and conditions for sales and purchases of electricity, as referenced in the above tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. However, the incentive payment discussed in Section 3(b) below shall remain the same for 10 years.

- d. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, provided in Exhibit 2, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

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(Continued on Sheet No. 9-35)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 35

2. Purchases and Sales of Electricity. (Continued)

- e. The Company will compute the charges and payments for purchases and sales of electricity for each billing period. If the payments for electricity generated by the PV System and sold to Company exceed the charges for electricity which the Company supplies and sells to Customer (i.e. net positive production by the PV System), the credit will accumulate on the Company's billing statement to Customer and will be paid by check to Customer within fifteen (15) days of the billing date once the accumulated credit exceeds \$25.00.
- f. Company may stop providing electricity to Customer during a system emergency, without notice. Company will give Customer prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Customer when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Customer when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if customer were supplying power to the system. Company will give Customer prior notice by telephone or regular U.S. mail letter when Company will stop purchasing electricity from Customer.

3. Ownership of Renewable Energy Credits and Incentive Payment.

Customer and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Customer agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(l) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Customer's participation in Company's Solar*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production prior to any net metering adjustments for ten (10) years beginning with final commissioning. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Customer will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: The Company shall pay \$0.08/kWh for the PV System production. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Customer to a third party.

(Continued on Sheet No. 9-36)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 36

4. Representations by Customer.

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of less than 20 kilowatts.
- g. Customer represents that the PV System shall be sized, when combined with other distributed generation resources serving the Service Address, to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.
- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- i. [Intentionally left blank].
- j. The Customer is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- k. The Customer has not received an incentive under the Solar*Rewards program for another PV System installed at this Service Address, and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract.

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(Continued on Sheet No. 9-37)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 37

5. Requirements for PV System Installation, Operation, and Maintenance.

Energy Audit.

- a. Customer is required to conduct an Online Energy Assessment for the building at the Service Address which hosts a PV system, in compliance with Company's Energy Assessment program prior to Company's payment made as described in Section 3(b), unless such Assessment or an on-site Energy Audit has been completed within the past three years, or (for residential customers) the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project, or (for business customers) the Customer participated in the Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, Recommissioning, or ENERGY STAR Benchmark programs.

Metering.

- b. Two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. The Company shall install, or cause to be installed, own, operate and maintain the Production meter to measure the AC production of the PV System, at the Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Customer to pay a net interconnection charge in advance.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3(b).

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(Continued on Sheet No. 9-38)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 38

5. Requirements for PV System Installation, Operation, and Maintenance.

Interconnection to Company Distribution System.

- d. Company will permit Customer to connect the PV System to Company's distribution system on the load side of Customer's meter. The connection must be made through a Customer provided, Customer installed National Electrical Manufacturer's Association-approved, manual disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel on the building exterior within ten (10) feet of the main service meter, unless another location is identified and approved in advance by Company. Customer further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. If the PV System uses commuted synchronous inverters, the inverters shall be connected on the load side (PV System side) of the safety disconnect switch.
- e. Customer shall pay Company for the actual, reasonable costs of interconnection, which will be determined by Company and communicated to Customer upon Company's receipt of Customer's application to participate in Company's Solar*Rewards Program. Customer must pay these costs to Company before Company will perform any work to its electric distribution system relating to Customer's PV System.
- f. Customer shall provide the necessary equipment as approved by Company to operate the PV System in parallel with Company's distribution system. The PV System must be equipped to instantaneously discontinue all output to and energization of Company's distribution system under any of the following conditions:
1. De-energized Company system
 2. Sustained line faults on Company's system
 3. Faults on Customer's PV System

Customer shall consult with Company regarding these minimum requirements, additional protections recommended by Company, and proper operation of Customer's PV System. Since the power factor and the voltage at which Company's system and Customer's PV System are operated will vary, Customer and Company agree to operate their respective systems at a power factor as near unity as possible in such manner as to absorb its share of the reactive power, and voltage as conducive to the best operating standards.

- g. Customer shall supply to Company a single-line diagram and associated equipment list for the PV System control circuitry to enable Company to determine if the PV System safety equipment provides a level of safety consistent with the safety level required by the Company. The single-line diagram shall show all major equipment of the PV System, including visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.

(Continued on Sheet No. 9-39)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 39

5. Requirements for PV System Installation, Operation, and Maintenance.

Interconnection to Company Distribution System. (Continued)

- h. Customer understands and agrees that the Grid Inter-Tie Inverter System used in conjunction with its PV System must be certified as meeting the requirements of UL 1741.
- i. [Intentionally left blank.]
- j. Customer shall provide to Company for approval a copy of the test procedure that will be used to verify the protection and operation of the PV System. The PV system cannot backfeed the Company system upon loss of the utility source. If analysis of the proposed PV System by Company reveals that it is capable of backfeed into the Company lines during distribution outages, Customer shall immediately disconnect the PV from the Company distribution system and shall only reconnect the PV System through a Customer-provided, Company approved, interconnect device that will prevent backfeed. Customer shall notify Company at least two (2) weeks in advance of the testing of the PV System and Company reserves the right to witness the testing. Customer shall provide to Company a copy of the certified test report verifying that the test procedure was successful.
- k. Customer agrees to disconnect the PV System from the Company distribution system (until remedied) or to reimburse Company for cost of necessary system modifications if a malfunction of the PV System causes radio or television interference. Notice of cost impacts will be given to customer before the Company makes upgrades to the distribution system and charges upgrade costs to the customer. The Company will not provide prior notice if upgrades are required to safeguard health and safety in an emergency.
- l. For purposes of this Contract, these terms have the following meanings:
 - “Area EPS” is an electric power system (EPS) that serves Local EPSs. Note: typically an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. The Company is an Area EPS.
 - “EPS” (Electric Power System) are facilities that deliver electric power to a load. Note: this may include generation units.
 - “Generation” is any device producing electrical energy, for example, rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.
 - “Generation System” is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
 - “Grid Inter-Tie Inverter” is a device that converts DC electricity to AC electricity. A Grid Inter-Tie Inverter also has been specifically designed and constructed to safely interconnect with an Area EPS. For purposes of this Contract, a Grid Inter-Tie Inverter is also designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards. If the Grid Inter-Tie Inverter is tested under UL 1741, it meets these aforementioned requirements.

(Continued on Sheet No. 9-40)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 40

5. Requirements for PV System Installation, Operation, and Maintenance.

Interconnection to Company Distribution System.

- i. For purposes of this Contract, these terms have the following meanings: (Continued)

“Local EPS” is an electric power system (EPS) contained entirely within a single premises or group of premises.

“Point of Common Coupling” is the point where the Local EPS is connected to the Company.

“Point of Delivery” is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

“Renewable Energy Credits” or “RECs” are all attributes of an environmental or other nature that are created or otherwise arise from the PV System’s generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives.

Installation, Operation and Maintenance of PV System.

- m. Customer agrees that its installation of the PV System will be in compliance with all applicable electric codes and the PV System will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer shall be solely responsible for ensuring that the PV System equipment as installed and operated meets all applicable codes, standards, and regulatory requirements. Customer understands and agrees that Company’s approval of the proposed or installed PV System does not preclude the necessity of Customer obtaining all required permits, building and zoning variations and applicable inspections.
- n. The proposed installation of the PV System will be reviewed by Company to determine adequacy of the associated Company distribution system components. Customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by Customer’s PV system installation. Notice of cost impacts will be given to customer before the Company makes upgrades to the distribution system and charges upgrade costs to the customer prior to interconnection. The Company will not provide prior notice if upgrades are required to safeguard health and safety in an emergency.
- o. Customer shall effectively ground the PV System installation and to provide and install adequate surge arrester protection to prevent lightning damage to any Company distribution system equipment.

(Continued on Sheet No. 9-41)

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5. Requirements for PV System Installation, Operation, and Maintenance.

Installation, Operation and Maintenance of PV System. (Continued)

- p. 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. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Customer's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Customer under this Contract shall be paid.
- q. Customer will give the Company reasonable access to Customer's property and PV System if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters Customer's property, the Company will remain responsible for its personnel.
- r. Customer must operate its PV System within any rules, regulations, and policies adopted by the Company not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for Customer (Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached as Exhibit 3).
- s. Customer will operate its PV System so that it conforms to the national, state, and local electric and safety codes, and Customer will be responsible for the costs of conformance.

Additional Requirements.

- t. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- u. Customer shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production. The Customer and Company shall comply with all the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
- v. Customer will obtain and keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its PV System. The amount of insurance coverage will be \$300,000 at minimum. Customer shall provide proof of this insurance prior to interconnection of the PV System to the Company's distribution system.
- w. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, subd. 2(f)d, shall not participate in the Solar*Rewards program.

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(Continued on Sheet No. 42)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 42

6. Limitations and Liabilities.

- a. Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company 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.
- b. Company 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. Company shall not be liable for failure or fault in the delivery of electrical energy to Customer or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces or nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.
- c. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company 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.
- d. Company shall not be liable for revenue lost by Customer due to Company's inability to purchase or wheel energy generated by the PV System.
- e. Customer shall indemnify, defend, and hold Company, 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. Company 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. Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its payments to Customer for participation in the Solar*Rewards Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

7. Commencement and Term; Assignment; Enforceability.

- a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Customer's energy production and the REC ownership will be subject to the applicable tariff approved by the Commission.
- b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. 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, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.

(Continued on Sheet No. 9-43)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 43

7. Commencement and Term; Assignment; Enforceability. (Continued)

- c. 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.
- d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party: (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. 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.

8. Miscellaneous.

- a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: www.xcelenergy.com, and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract 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.

(Continued on Sheet No. 9-44)

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SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 44

8. Miscellaneous. (Continued)

- d. 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.
- e. 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.
- f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota 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.
- g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV system on Customer's behalf.
- h. No portion of any other Customer contract is intended to conflict with this Contract. In the case of a conflict between any such Customer contract and this Contract, the terms and conditions of this Contract shall control. Nothing in any other Customer contract shall prevent the Company from fully enforcing the terms and conditions of this Contract.
- i. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).

Customer Name (printed): _____

Customer Signature: _____ **Date:** _____

(Continued on Sheet No. 9-45)

Date Filed:	10-31-13	By: David M. Sparby	Effective Date:	07-23-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	07-23-14

SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
Original Sheet No. 45

Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Customer.

Northern States Power Company, a Minnesota corporation

By: _____ **Date:** _____
as authorized agent for Northern States Power Company

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 Company and a copy of the Contract will be mailed back to you.

Solar*Rewards Company 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Fax: 800-252-4371
Solar*Rewards Program Manager: _____

N
|
N

(Continued on Sheet No. 9-46)

Date Filed:	10-31-13	By: David M. Sparby	Effective Date:	07-23-14
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