

# COMMUNITY SOLAR SHARE AGREEMENT

Name(s) on Account: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**I/We, hereinafter called the “Customer”, do agree to:**

the subscription of \_\_\_\_\_ shares (each share consisting of 125 kWh) at the rate of \$4 per share premium under the Southern Pioneer Electric Company (Southern Pioneer) Residential Community Solar Program, provided in the Southern Pioneer Electric Company’s Renewable Energy Program Rider (Schedule 24-RE).

These shares are to be applied and billed to the residential service on account # \_\_\_\_\_ in accordance with Schedule 24-RE, Solar Division Tier 1b (Residential Community Solar Program) and is an addition to Customer’s monthly electric bill.

**Terms and Conditions of Residential Community Solar:**

1. Customer’s participation in the Residential Community Solar Program will be governed by this Agreement, Schedule 24-RE as may be amended or superseded from time to time, and the Southern Pioneer Rules and Regulations.
2. Participation in the Residential Community Solar Program is limited to residential service and available on a first- come, first-served basis.
3. Share availability under the Residential Community Solar Program is limited due to the total number of shares allocated to Southern Pioneer by Southern Pioneer’s wholesale power provider for the Johnson Corner Solar Farm.
4. The maximum total number of shares (kWhs) available to an individual residential Customer shall be equal to an individual residential Customer’s previous 12-month average kWh usage.
5. Customer’s billing cycle may be subject to a one-time change to ensure the Community Solar adjustment is accurately reflected on their account and will remain on the established billing cycle.
6. Customer will be subject to a Renewable Energy Charge (listed as Community Solar Sub. - JC on billing statements) of \$4.00 per each 125 kWh share and a Renewable Energy Adjustment (listed as Community Solar Adj. - JC on billing statements) calculated pursuant to Schedule 24-RE, as may be amended or superseded from time to time. The Community Solar Sub. - JC and Community Solar Adj. - JC will be listed as line items on Customer’s bill while subscribed to the program. Subscriptions will be applied to Customer’s account starting on the following billing cycle upon the completion of this application.
7. Renewable Energy Credits (RECs) will not be available to Customers participating in the Residential Community Solar Program. Customer acknowledges and agrees it has no rights in or claims to RECs on account of the Johnson Corner Solar Farm.
8. In the event Customer relocates to another residential service location within Southern Pioneer ’s service territory, Customer’s subscription and this agreement shall remain in effect and the monthly Community Solar Sub. - JC and Community Solar Adj. - JC will be applied to the new service address. Subscription is subject to an adjustment of shares based on the 12-month average usage of the new service address and may require an amendment of this contract.

9. Customer may not assign, gift, bequeath or otherwise transfer its subscribed shares under the Residential Community Solar Program to any other individual or entity.
9. Customer's participation in the Residential Community Solar Program will not alter or modify any rate, charge, term or condition of electric service provided by Southern Pioneer to Customer under the applicable standard service rate schedule for which Customer remains obligated.
10. Southern Pioneer and its trustees, officers, employees and agents shall not be liable hereunder for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, tort, indemnity or warranty, including negligence of any kind.
11. This agreement shall be interpreted and construed according to the laws of the State of Kansas, without regard to the principles of conflicts of laws thereof.

**Additional Customer Acknowledgments:**

12. Customer acknowledges and agrees that:
  - (a) Customer's subscription under the Residential Community Solar Program provides no ownership or possessory interest in the Johnson Corner Solar Farm and does not grant Customer any right of access to the Johnson Corner Solar Farm, the underlying real estate, or to any solar panel for any purpose.
  - (b) The Renewable Energy Adjustment may vary significantly from month to month based on weather and other conditions and that the Johnson Corner Solar Farm may, from time to time, become subject to physical damage, equipment failure and other events that may degrade or curtail the solar farm's efficiency and energy output. Cooperative shall be under no obligation to issue any credit or refund to Customer based on the efficiency or output of the Johnson Corner Solar Farm. In the event the solar farm is unavailable due to a "Force Majeure Event," the monthly subscription charge and Renewable Energy Adjustment will not be assessed until such time as the solar farm is returned to full operation. A "Force Majeure Event" means causes or events beyond the reasonable control of Southern Pioneer or Southern Pioneer's wholesale power supplier, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes; high winds of sufficient strength or duration to materially damage the solar farm or significantly impair its operation; long-term material changes in output caused by climatic change, lightening, fire, ice storms, sabotage, vandalism, terrorism, war, riots, fire explosion, insurrection, strike slow-down or labor disruptions, and actions or inactions by any governmental authority taken after the date of this agreement becomes effective.
  - (c) Southern Pioneer has marketed the subscriptions only as a means to participate in a renewable energy program and has made no warranty or representation, express or implied, that customer may or will derive an economic benefit from its subscription. Customer further acknowledges that Southern Pioneer makes no warranty or representation, express or implied, regarding the efficiency of the solar farm, or the amount of the renewable energy adjustment, if any, that subscriber will receive during any billing period during the term of this agreement.

**Amendment and Termination:**

13. Southern Pioneer reserves the right to modify, amend, supplement or terminate Schedule 24-RE or the Solar Division Tier 1b Residential Community Solar under Schedule 24-RE at any time. In the event Schedule 24-RE or Solar Division Tier 1b Residential Community Solar under Schedule 24-RE is terminated, this agreement and Customer's subscription will automatically terminate. In the event the Solar Division Tier 1b Residential Community Solar under Schedule 24-RE is amended, modified or supplemented, Customer will be bound by such modified terms and conditions under Schedule 24-RE.

14. Customer may amend this agreement to lower or raise the number of shares subscribed up to two times within a 12-month period. Customer will be required to follow and agree to the terms and conditions expressed within the Community Solar Share Amendment form. Amendment of subscriptions will be subject to share availability and maximum participation allotments outlined in this agreement.

15. Customer may terminate the subscription and this agreement at any time by contacting Southern Pioneer Electric Company. This agreement and the Customer's subscription may also be terminated by Southern Pioneer if:

- a) The Customer is disconnected for non-payment of electrical service, including non-payment of charges assessed under this agreement, or violation of other terms of Southern Pioneer's Rules and Regulations,;
- b) the Customer makes three or more late payments within a twelve-month period while holding a community solar subscription; or
- c) the service is closed by the customer or Southern Pioneer due to any other reason.

16. Upon termination of this agreement and Customer's participation in the Residential Community Solar Program, assessment of the Renewable Energy Charge and Renewable Energy Adjustment on the Customer's billing will terminate effective with the subsequent Customer billing.

17. Customer will be unable to participate in the program for one year after the termination of any subscription.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

**Accepted by: Southern Pioneer Electric Company**

_____ <b>Southern Pioneer Representative</b>	_____ <b>Date</b>
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