



SOLAR ENERGY PROGRAM

RESIDENTIAL SOLAR ELECTRIC APPLICATION AND AGREEMENT

INSTRUCTIONS

This is the application for residential solar electric installations through the EarthWise Solar Energy Program. The following information must be included with the application: quote, site plan and three-line electrical diagram. Please send the application via e-mail or mail to the address below.

Mail: SRP EarthWise Solar Energy
Residential Solar Electric Program
Mail Stop PAB 355
P.O. Box 52025
Phoenix, AZ 85072-2025

E-mail: EarthWiseSolar@srpnet.com

CUSTOMER

Name on SRP Account _____ Daytime Phone # _____

Spouse Name _____ Evening Phone # _____

System Location Address _____

City _____ State _____ Zip code _____

Mailing Address (if different from system location) _____

City _____ State _____ Zip code _____

Meter # (where the system will tie in) _____ E-mail _____

Form completed by _____ Phone _____

INSTALLER

Company Name _____ Phone _____

Contact _____ Fax _____

E-mail Address _____

Mailing Address _____

City _____ State _____ Zip code _____

License(s) Number: C-11 _____ L-11 _____ K-11 _____

EQUIPMENT DEALER (Same as Installer)

Company Name _____ Phone _____

Contact _____ Fax _____

E-mail Address _____

Mailing Address _____

City _____ State _____ Zip code _____

License(s) Number: C-05 _____ L-05 _____ K-05 _____

SOLAR ELECTRIC SYSTEM INFORMATION

System Information:

On-grid Off-grid Expansion to existing system (only list new equipment)

Existing Building New Building

New Service Entrance/Entrance Upgrade? Yes No

Manufacturer Information:

Module _____ Model # _____ Qty. _____

Inverter _____ Model # _____ Qty. _____

Battery _____ Model # _____ Qty. _____

Array Rating (Watt-DC-STC)*: _____

**Please provide the total array size, even if it exceeds the Incentive cap for the program.*

Inverter Information: Total kW-AC _____ Voltage _____ Single Phase Three Phase

Estimated Installation Date: _____

SRP Incentive Calculation: $\frac{\$2.70/\text{DC Watt-DC-STC}}{(\text{SRP Incentive})} \times \frac{\text{_____}}{(\text{Watt-DC-STC})} = \$ \frac{\text{_____}}{(\text{Total Incentive**})}$

***SRP EarthWise Solar Energy Program Incentive is currently capped at \$13,500.*

BUYBACK SERVICE

SRP allows customer-located, interconnected solar electric systems to sell excess energy to SRP. For details and rules, please refer to SRP’s applicable buyback service riders. Please indicate below if you wish to sign up for buyback service.

Buyback Service: Yes No

Type of Buyback Service:

Solar Net Metering Rider
- Annual net metering program
- Available to residential and commercial customers
- System size: 20 kW or less

Buyback Service Rider
- Excess energy bought at hourly wholesale market price
- Available to residential and commercial customers
- System size: no restrictions

ELECTRICAL DRAWING INFORMATION

The information below must be submitted for all projects. Diagrams must also include project name and address, show system size and all protective relaying and control equipment, as well as service entrance and SRP meter. **For system expansions, the drawings must show the complete system.**

A. Electrical Three-line diagram:

Include all neutral and ground conductors and connections.

B. Site Plan:

Include the street address, arrangement of the major equipment, including the electrical service entrance section and SRP meter, location of generator and interface equipment, and the location of the disconnect switch.

SRP EARTHWISE SOLAR ENERGY PROGRAM TERMS AND CONDITIONS

This SRP EarthWise Solar Energy Solar Electric Agreement (“Agreement”) is entered into by and between Customer (“Customer”) and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona (“SRP”), sometimes referred to individually as a “Party” and collectively as the “Parties”. The definitions and information included in the SRP EarthWise Solar Energy Solar Electric Application are also incorporated into this agreement. The Parties agree as follows:

GENERAL REQUIREMENTS

1. Customer is a residential SRP account holder and will install the solar electric system (“Generating Facility”) in SRP service territory. For new construction, the Builder is the Customer until sale of the property.
2. Generating Facilities installed before January 1, 2004 are not eligible.
3. Only SRP customers are eligible. Off-grid Generating Facilities are eligible for properties located inside SRP service territory, but which are outside the range of SRP’s electrical distribution system.
4. Customer may elect to have a separate entity (“Third Party”) design, install, own or operate the Generating Facility and satisfy some or all of the terms of this Agreement via separate contractual agreement with the Third Party.
5. Customer shall sign SRP’s current form of the Distribution Interconnection Agreement (“Interconnection Agreement”) and meet all SRP interconnection requirements (as set forth in SRP’s Rules and Regulations, Electrical Service Specifications and Interconnection Guidelines for Distributed Generators) before interconnecting the Generating Facility.

INSTALLATION AND EQUIPMENT REQUIREMENTS

6. Customer must use a licensed contractor to install the Generating Facility. Eligible license classifications include: C-05, L-05, K-05 for vendors or equipment dealers and C-11, L-11, K-11 for installers. To verify a contractor’s license validity, please visit the Arizona Registrar of Contractors at www.azroc.gov. If the vendor subcontracts installation to another company, both the vendor and installer must be licensed. SRP shall not be held liable for any damages or other problems resulting from the Generating Facility or installation to the Generating Facility.
7. Generating Facilities must be permitted and inspected as required by the Authority Having Jurisdiction (AHJ). If the AHJ has elected to not require a permit or inspection for installation or modification to the Generating Facility then the customer and solar installer will have to sign a Certificate in Lieu of Clearance. It is a customer's responsibility to ensure that all facilities on the customer's side of the point of delivery for electric service are built and maintained in a safe operating condition. This responsibility includes ensuring that the customer's electrical facilities comply with all relevant construction codes and safety standards..
8. Customer shall be responsible for the design, installation, construction, operation and maintenance of the Generating Facility in accordance with all manufacturers’ requirements, all applicable codes and laws, and the

requirements of all governmental agencies having jurisdiction. SRP does not warrant or guarantee the amount of energy, energy savings, or product reliability.

INCENTIVE

9. The EarthWise Solar Energy Incentive ("Incentive") will only be provided for one Generating Facility per SRP account, up to the Incentive cap.
10. SRP will pay \$2.70/watt (based on the watt-DC-STC rating) up to a cap of \$13,500 (5 kW-DC) per Generating Facility. The Incentive will be paid after the Customer signs SRP's current form of the Interconnection Agreement and the Generating Facility passes SRP inspection.
11. An annual spending cap is set for EarthWise Solar Energy Incentives. After this cap is reached, reservations will be taken for next year's Incentive budget.
12. SRP reserves the right to adjust the EarthWise Solar Energy Incentive level and spending cap for the next year based on participation. SRP wishes to maximize the number of customers who can participate and might reduce the Incentive per Generating Facility if the Incentive budget is quickly reserved for the entire year. This decision will be made before accepting reservations for future years' Incentive budget. The declining schedule through April 30, 2015 is as follows:
 - June 1, 2009 - April 30, 2010 - \$2.70/watt
 - May 1, 2010 - April 30, 2011 - \$2.55/watt
 - May 1, 2011 - April 30, 2012 - \$2.40/watt
 - May 1, 2012 - April 30, 2013 - \$2.25/watt
 - May 1, 2013 - April 30, 2014 - \$2.10/watt
 - May 1, 2014 - April 30, 2015 - \$1.95/watt
13. SRP is not responsible for any tax liability imposed on Customer as a result of the Incentives under this program.
14. In exchange for the EarthWise Solar Energy Incentive SRP has reserved for and will pay to Customer, Customer shall sell, transfer and deliver to SRP (using the form of Bill of Sale attached as Exhibit A) all Environmental Attributes and Environmental Attribute Reporting Rights, as such terms are defined below, associated with the generation of energy by the Solar System for a period of 25 years. If the Solar System is owned by a Third Party, Customer shall require Third Party to sell, transfer and deliver to SRP (using the form of Bill of Sale attached as Exhibit A) all Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of energy by the Solar System for a period of 25 years. This provision shall survive the termination of this Agreement and any subsequent sale(s) of the Solar System. "Environmental Attributes" shall mean any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, or certificates attributable to the metered output generated by the Solar System during the operating life of the Solar System and in which Customer or Third Party operator has property rights or will have property rights upon such attributes coming into existence. "Environmental Attributes Reporting Rights" shall mean all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise.
15. The Incentive will be reserved after a completed application is received and approved by SRP. Customer has six (6) months to install the Generating Facility from date the Incentive is reserved. After six (6) months, Customer's reservation of Incentive expires. If Incentive budget is available, and Customer is still planning to install the Generating Facility, a new reservation will be made at the current Incentive rate.
16. For new home construction with planned installation beyond six (6) months, please estimate installation date. An Incentive will be reserved based on Incentive level at time of installation. Incentive will be reserved for up to three (3) months past estimated installation date.
17. Customer must notify the SRP EarthWise Solar department in writing if they elect to cancel their reservation application.

OTHER TERMS AND CONDITIONS

- 18. Customer agrees to let SRP monitor output of Customer’s Generating Facility to verify energy generation.
- 19. Customer agrees to let SRP use data from Customer’s Generating Facility in research activities and to publish the data.
- 20. SRP reserves the right to reject any application that does not meet the terms or conditions of the EarthWise Solar Energy Program, SRP’s Electrical Service Specifications or Interconnection Guidelines for Distributed Generators.
- 21. This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the Parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement.

This Agreement is dated and effective as of the latest signature date below.

“CUSTOMER”:

By: _____
Signature

Name: _____ /Customer
Print Name

Date: _____

By: _____
Signature (Spouse)

Name: _____ /Customer
Print Name (Spouse)

Date: _____

“SRP”:

By: _____
EarthWise Solar Energy Program Manager

Name: _____
Print Name

Date: _____

If the customer elects to assign their incentive to a third party, please complete and sign the information below. In doing this, it will allow SRP to pay the third party directly and the check will not be sent to the customer.

CONSENT TO ASSIGN INCENTIVE PAYMENT TO A THIRD PARTY:

I, _____ authorize SRP to pay the Incentive to _____,
Customer Name of Third Party

on Customer's behalf, as payment toward the cost and/or installation of Customer's qualifying Generating Facility.

Customer acknowledges and agrees that payment of the Incentive to _____
Name of Third Party

shall satisfy SRP's payment obligation to Customer in connection with SRP's Earthwise Solar Energy Program. Customer further acknowledges that assignment of the Incentive does not relieve Customer of its obligation to sell to SRP all of the Environmental Attributes and Environmental Attributes Reporting Rights associated with the Generating Facility.

By: _____
Signature

By: _____
Signature (Spouse)

Name: _____ /Customer
Print Name

Name: _____ /Customer
Print Name (Spouse)

Date: _____

Date: _____

EXHIBIT A
Form of
Bill of Sale
for
Environmental Attributes
and
Environmental Attribute Reporting Rights

Customer ("Seller") hereby sells, transfers and delivers to the Salt River Project Agricultural Improvement and Power District ("SRP") all of its right, title, and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of energy by the Generating Facility described in the Solar Electric Application and Agreement (the "Agreement") between the parties dated _____ ("Effective Date"). Capitalized terms used but not defined herein shall have the same meanings set forth in the Agreement.

The Generating Facility is located at _____.

This Bill of Sale shall only transfer the Environmental Attributes and Environmental Attribute Reporting Rights generated by the Generating Facility for a period of twenty-five (25) years, commencing with the Effective Date. SRP shall have no interest in any Environmental Attributes or Environmental Attribute Reporting Rights generated after such period.

Seller anticipates the Generating Facility will generate approximately _____ kilowatt hours per year. SRP will determine the actual quantity of kilowatt hours produced by the Generating Facility using energy metering if available.

Seller attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct; and
- ii) its sale to SRP is and will be its one and only sale of the Environmental Attributes and Environmental Attribute Reporting Rights (including, without limitation, renewable energy credits (i.e., "RECs")) with respect to the energy generated by the Generating Facility and no third party has claimed or can claim any interest in such Environmental Attributes or Environmental Attribute Reporting Rights.

CUSTOMER:

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT:

By: _____
Signature

By: _____
_____, Program Manager

Name: _____ /Customer

Date: _____

Date: _____