



SOLAR ENERGY PROGRAM RESIDENTIAL SOLAR WATER HEATING APPLICATION AND AGREEMENT

INSTRUCTIONS

Incentive Reservation Requirements:

The following information must be provided to SRP in order to reserve an incentive:

1. A completed application, including all necessary signatures.
2. A quote on company letterhead that includes the customer's name and address, system description (including make and model number), estimated installation date, and cost.

The application package can be submitted to SRP by e-mail at EarthWiseSolar@srpnet.com, by fax at (602) 629-7985, or by mail at the following address:

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

Incentive Payment Requirements:

SRP will pay the incentive once the application has been processed by SRP (refer to the Residential Solar Water Heating Process Checklist for more information). Please note that following additional documents must be provided to SRP after the application has been approved but before the incentive will be paid:

1. Bill of Sale for Environmental Attributes and Environmental Attribute Reporting Rights (2 original signed copies)
2. Residential Solar Water Heating Installation Certification (1 original signed copy)
3. A copy of the final invoice that includes customer's name and address, system description (including make and model number), actual installation date, cost, and date paid in full.
4. Either a copy of the building permits and city clearances issued, or an original copy of the Certificate in Lieu of Clearance.

If you have any questions regarding this application, please contact the SRP EarthWise™ Solar Program at (602) 236-4662, or by e-mail at EarthWiseSolar@srpnet.com.

SECTION I: CUSTOMER INFORMATION

Name on SRP Account _____ Daytime Phone # _____

Spouse Name _____ Evening Phone # _____

System Location Address _____

Gate Code (If Applicable) _____

Customer Name _____

City _____ State _____ Zip code _____

Mailing Address (if different from system location) _____

City _____ State _____ Zip code _____

Customer E-mail _____

Form completed by _____ Phone _____

SECTION II: INSTALLER INFORMATION

Company Name _____ Phone _____

Mailing Address _____

City _____ State _____ Zip code _____

Contact _____ Phone _____

E-mail _____ Fax _____

License(s) Number: C-05 (Solar)* _____ C-37 _____ C-37R (Solar)* _____
 K-05 (Solar)* _____ K-77 _____ K-78 _____

** Please attach the scope of work that was provided with the application for this license number as provided by the Registrar of Contractors unless one is already on file with SRP.*

SECTION III: EQUIPMENT DEALER (Same as Installer)

Company Name _____ Phone _____

Mailing Address _____

City _____ State _____ Zip code _____

Contact _____ Phone _____

E-mail _____ Fax _____

License(s) Number: B- _____ C-05 (Solar)* _____ C-37 _____
 C-37R (Solar)* _____ KB-1 _____ KB-2 _____
 KO-* _____ K-05 (Solar)* _____ K-77 _____
 K-78 _____

** Please attach the scope of work that was provided with the application for this license number as provided by the Registrar of Contractors unless one is already on file with SRP.*

Customer Name _____

SECTION IV: SOLAR WATER HEATING SYSTEM INFORMATION

Existing Building New Building

Equipment Manufacturer: _____ **Model #:** _____ **Quantity:** _____

Type: Forced Circulation Thermosyphon Integral Collector Storage (ICS)* Self-Pumping

* Please attach documentation showing ICS system has a minimum collector piping wall thickness of 0.058 inches.

Estimated Installation Date: _____

OG-300 Rating: _____

If OG-300 Rating is provided in therms, please calculate kW-hr equivalent below:

$$\frac{29.3}{\text{(Conversion Factor)}} \times \frac{\text{_____}}{\text{(OG-300 Rating in therms)}} = \frac{\text{_____}}{\text{(OG-300 Rating in kW-hr)}}$$

$$\text{Requested Incentive: } \frac{\$0.50/\text{kWh Savings}}{\text{(SRP Incentive)}} \times \frac{\text{_____}}{\text{(OG-300 Rating)}} = \$ \frac{\text{_____}}{\text{(Total Incentive)}}$$

TO BE COMPLETED BY SRP:

OG-300 Rating* _____
 * Determined based on SRCC website OG-300 rating on date application is entered by SRP.

Verification of SRP Incentive:

$\frac{\$0.50/\text{kWh Savings}}{\text{(SRP Incentive)}}$	X	$\frac{\text{_____}}{\text{(OG-300 Rating)}}$	=	$\$ \frac{\text{_____}}{\text{(Total Incentive)}}$	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p>(Completed By)</p>
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SECTION V: SRP EARTHWISE SOLAR ENERGY PROGRAM TERMS AND CONDITIONS

This SRP EarthWise™ Solar Energy Water Heater 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 Water Heater Application, as well as exhibits and addenda, 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 water heating system (“Solar System”) in SRP service territory. For new construction, the homebuilder is the Customer until sale of the property.
2. Solar Systems installed before September 1, 2004 are not eligible.
3. Only SRP customers are eligible.

Customer Name _____

4. Only Solar Rating and Certification Corporation (SRCC) OG-300 certified Solar Systems are eligible for the EarthWise™ Solar Energy Program. A list of OG-300 certified Solar Systems is available at the SRCC's web site at www.solar-rating.com.
5. Solar pool heating systems are not eligible.
6. Customer may elect to have a separate entity ("Third Party") design, install, or operate the Solar System and satisfy some or all of the terms of this Agreement via separate contractual agreement with the Third Party.

INSTALLATION AND EQUIPMENT REQUIREMENTS

7. Customer must use a licensed contractor to install the Solar System. Eligible license classifications for dealers include: B-, C-05 (Solar), C-37, C-37R (Solar), KB-1, KB-2, KO- (Solar), K-05 (Solar), K-77, and K-78. Eligible license classifications for installers include: C-05 (Solar), C-37, C-37R (Solar), K-05 (Solar), K-77, and K-78. 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 responsible for any damages or other problems resulting from the Solar System or installation of the Solar System.
8. ICS systems shall have a minimum collector piping wall thickness of 0.058 inches. When specifying an ICS system, please enclose documentation to support this requirement.
9. Solar Systems must be permitted and inspected as required by the Authority Having Jurisdiction ("AHJ") (e.g., a city or county). If the AHJ has elected to not require a permit or inspection for installation or modification to the Solar System then the Customer and installer must sign a Certificate in Lieu of Clearance, which SRP will provide.
10. Customer shall own the Solar System and be responsible for the design, installation, construction, operation and maintenance of the Solar System 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 savings or product reliability.

INCENTIVE

11. Customer is eligible for one EarthWise™ Solar Energy Incentive ("Incentive") per SRP account, unless the Customer has multiple water heating systems. Customer shall apply separately for each Solar System Incentive.
12. SRP will pay \$0.50 per installed kilowatt-hour of estimated energy savings (based on the SRCC OG-300 rating). Gas Solar Systems are eligible for an Incentive. To calculate the kilowatt-hour equivalent energy savings for Gas Solar Systems, multiply the therm rating by 29.3 and round to the nearest whole number. The Incentive will be paid after the Customer submits a copy of the invoice, a copy of any building permits, and a copy of the clearance obtained from the AHJ or Certificate in Lieu of Clearance.
13. An annual spending cap is set for the EarthWise™ Solar Energy Program. After the Incentive cap is reached, SRP will take reservations for the following year.
14. SRP reserves the right to adjust the Incentive level and spending cap at any time based on participation.
15. SRP is not responsible for any tax liability imposed on Customer as a result of the Incentives under this program.

Customer Name _____

16. 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 20 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 20 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.
17. The amount of renewable energy credits allocated will be based on the SRCC OG-300 system rating for Phoenix, Arizona.
18. The Incentive will be reserved after a completed application is received and approved by SRP. Customer has six (6) months to install the Solar System from date the Incentive is reserved. After six (6) months, Customer's reservation of Incentive expires unless SRP, in its sole discretion, approves an extension. If Incentive budget is available, and Customer is still planning to install the Solar System, a new reservation will be made at the current Incentive rate.
19. 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, unless SRP, in its sole discretion, approves an extension.
20. Customer must notify the SRP EarthWise™ Solar Energy Program in writing if it elects to cancel the reservation application.

OTHER TERMS AND CONDITIONS

21. Customer agrees that SRP may use data from Customer's Solar System in research activities and may publish and disseminate the data.
22. SRP may reject any application that does not meet the terms or conditions of the EarthWise™ Solar Energy Program.
23. 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. No provisions of this Agreement may be waived except by an express written instrument executed by the Party to be charged with such waiver. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

Customer Name _____

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

“CUSTOMER”:

“SRP”:

By: _____
Signature (SRP Account Holder)

By: _____
EarthWise™ Residential Solar Program Manager

Name: _____/Customer
Print Name

Name: Barbara Sprungl

Date: _____

Date: _____

By: _____
Signature (Spouse)

Name: _____
Print Name

Date: _____