



EARTHWISE™ RESIDENTIAL SOLAR WATER HEATER PROGRAM PROGRAM AGREEMENT AND BILL OF SALE FOR ENVIRONMENTAL ATTRIBUTES AND ENVIRONMENTAL ATTRIBUTE REPORTING RIGHTS

This EarthWise™ Program Agreement and Bill of Sale for Residential Solar Water Heaters (the "Agreement") is entered into by and between _____ [insert customer name] ("Seller") 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"). Seller and SRP are sometimes referred to individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

Effective as of the date on which the solar water heating system (the "Solar System") passes an SRP performance audit (the "Effective Date"), Seller, in exchange for an incentive payment paid by SRP (the "Incentive") and other good and valuable consideration hereby sells, transfers and delivers to SRP all of its right, title, and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights (as defined below) associated with the operation of the Solar System owned by Seller and initially located at _____ [insert installation address]. The amount due to Seller under this Agreement will be paid after Seller complies with all of the requirements of this Agreement, the EarthWise™ Residential Solar Water Heater Program requirements and the Solar System passes an SRP performance audit.

This Agreement transfers all of the Environmental Attributes and Environmental Attribute Reporting Rights produced by the Solar System for a period of 20 years, commencing on the Effective Date (the "Transfer Period"). As used in this Agreement (i) "Environmental Attributes" means any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, or certificates attributable to energy produced by the Solar System during the Transfer Period, and (ii) "Environmental Attributes Reporting Rights" means 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. SRP shall have no interest in any Environmental Attributes or Environmental Attribute Reporting Rights generated after the Transfer Period.

If the Solar System is removed or not maintained operational for at least 20 years, then Seller shall reimburse SRP a prorated portion of the Incentive for non-delivery of Environmental Attributes and Environmental Attribute Reporting Rights. Seller shall notify SRP in writing within 30 days if the Solar System is removed or will not be kept operational. In the event of sale of the property during the Transfer Period, the Solar System shall be deemed non-operational unless the buyer agrees, in writing, to be bound by the terms and conditions of this Agreement.

Seller shall be solely responsible for any tax liability imposed on Seller as a result of the payment of the Incentive.

Seller agrees that, if and to the extent that Seller's account with SRP is past due, SRP may set-off against the Incentive due hereunder the full past due amount and any accrued interest and fees and remit only the balance, if any, to Seller. Seller further agrees that the balance paid to Seller hereunder shall constitute full payment of the Incentive by SRP.

Seller represents and warrants that its sale of the Environmental Attributes and Environmental Attribute Reporting Rights to SRP is and will be Seller's one and only sale of the Environmental Attributes and Environmental Attribute Reporting Rights with respect to the energy generated by the Solar System and no third party has claimed or can claim any interest in such Environmental Attributes or Environmental Attribute Reporting Rights.

At SRP’s request, Seller shall execute and deliver such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested for purposes of carrying out the sale of the Environmental Attributes and Environmental Attribute Reporting Rights.

Seller shall permit SRP the right to enter the property after the Solar System has been placed in service to conduct a performance audit of the Solar System.

Seller agrees to let SRP monitor the output of the Solar System. Seller agrees that SRP may use data from the Solar System in research activities and may publish and disseminate the data.

Seller shall be solely 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 any amount of energy, energy savings, or product reliability.

Seller further agrees that if Seller intends to sell the property upon which the Solar System is located, prior to closing, Seller will notify the prospective purchaser that the Environmental Attributes and Environmental Attribute Reporting Rights associated with the Solar System are the sole property of SRP for the Transfer Period and may not be sold to any other party.

Seller shall not assign this Agreement or its rights or obligations hereunder without the prior written consent of SRP, which consent shall not be unreasonably withheld.

This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law. The Parties hereto waive their right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

With respect to the instigation or prosecution of any litigation arising out of or related to this Agreement, the Parties hereby consent to the exclusive jurisdiction of the Maricopa County, Arizona Superior Court.

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.

“SELLER”:
By: _____
Signature (SRP Account Holder)

Name: _____
Print Name

Date: _____
Required

By: _____
Signature (Spouse)

Name: _____
Print Name

Date: _____
Required

“SRP”:
By: _____
EarthWise™ Solar Energy Program Manager

Name: Barbara Sprungl

Date: _____

SRP allows Customer to assign the Incentive to a third party. If Customer elects to assign the Incentive to a third party, such as the installer, vendor, or manufacturer, please complete and sign the information below. In doing this, SRP will pay the Incentive directly to the designated third party on behalf of Customer. If Customer does not complete the information below, SRP will pay the Incentive to Customer.

CONSENT TO ASSIGN INCENTIVE PAYMENT TO A THIRD PARTY

I, _____ [insert customer name] ("Customer") authorize SRP to pay the Incentive to _____ [insert third party name] ("Third Party") at the following address: _____ [insert third party address]. The undersigned acknowledges and agrees that payment of the Incentive to Third Party shall satisfy SRP's payment obligation to Customer in connection with SRP's EarthWise™ Residential Solar Water Heater Program.

"CUSTOMER":

By: _____
Signature (SRP Account Holder)

By: _____
Signature (Spouse)

Name: _____
Print Name

Name: _____
Print Name

Date: _____
Required

Date: _____
Required