



## Renewable\*Connect<sup>SM</sup> Program Agreement

1. **General terms.** The Company agrees to sell and the Customer agrees to buy solar energy through the Company's Renewable\*Connect program, subject to this Agreement and the terms and conditions of service as specified in the Company's Electric Tariff, including the Renewable\*Connect Service Tariff ("RC Tariff") (Rate Schedule RC) on file with the Public Utilities Commission of the state of Colorado ("Colorado PUC") as the same may be changed from time to time. A copy of the Electric Tariff, including Rate Schedule RC, is available from the Company's website at [http://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/CO/psco\\_elec\\_entire\\_tariff.pdf](http://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/CO/psco_elec_entire_tariff.pdf). Most Colorado libraries provide Internet access and can help the Customer view that Web site. In the event of any conflict between the terms of this Agreement and the Electric Tariff, the provisions of the Electric Tariff shall control.
2. **Representations.** Customer hereby makes the following representations and warranties to Company:
  - a) Customer warrants that the person signing this Agreement on behalf of Customer is individually authorized and competent to sign this Agreement and to bind Customer to the terms hereof.
  - b) Customer receives electric service from Company at the Premise Address set forth above, and is the person in whose name electric service is listed at the service premise.
3. **Selection of participation share.** The Customer has chosen to participate in a share of the solar system reserved for the program ("Subscription Share"). Each month the Company will use the Customer's Subscription Share to calculate the amount of solar energy produced by the Customer's share of the system.
4. **Original Agreement, Renewal Term and Option to Terminate Without Penalty.** The minimum term of this Agreement shall be one month ("Original Agreement"). The term of the Original Agreement shall be calculated from the either the date the Renewable\*Connect program begins producing solar energy or the date of this Agreement, whichever occurs first. After expiration of the Original Agreement, the Customer agrees that their participation in the Renewable\*Connect program will be automatically renewed for another term of one month ("Renewal Term"). This renewal process shall continue at the expiration of each subsequent Renewal Term until the Customer cancels their subscription or the life of the Renewable\*Connect program has been reached. The Customer can terminate their participation in the Renewable\*Connect program at any time with no early termination fee. . The absence of a Customer's request to terminate participation in the Renewable\*Connect program will be deemed to be Customer's voluntary commitment to a Renewal Term.
5. **Subscription Transferability.** If During the Original Agreement or a Renewal Term the Customer transfers its subscription associated with a current subscribing premise to a different subscribing premise within the Company's certificated service territory, the Customer's participation in the Renewable\*Connect program will automatically be transferred to the Customer's new subscribing premise without penalty, and the original subscription term will continue to apply to the transferred subscription. One year after the Customer's subscribing premise transfer, the Company will reexamine the Customer's use at the new subscribing premise. If the Customer's first twelve (12) months of energy

usage is lower at the new subscribing premise than the energy usage at the previous subscribing premise, the Company will readjust the Customer's capacity subscription so that the solar energy produced will be no greater than the Customer's last twelve (12) months' energy usage at the new subscribing premise. The Company will provide notice of the change to the Customer. If the Customer's first twelve (12) months of energy usage is higher at the new subscribing premise than the energy usage at the previous subscribing premise, the capacity subscription that was established for the Original Agreement will remain in effect.

6. **Customer Moves Outside of Service Area.** If the Customer moves outside of the Company's certificated service territory and the Customer has not met its obligations under this agreement, the Customer's participation in Renewable\*Connect program will be cancelled.
7. **Customer Changes to Capacity Subscription.** Based on the availability of solar energy in the program, the Company may make available to participating customers the opportunity to increase their subscription at any point during the Original Agreement or a Renewal Term without penalty. The RC Charge pricing for the resulting kW addition will be at the applicable pricing level as stated in Exhibit A in this agreement.
8. **Cancellation by Company.** The Company shall have the unilateral right to cancel this Agreement at any time if the solar photovoltaic facility(ies) supporting Renewable\*Connect or the Dedicated Photovoltaic Solar (PV Solar) System as defined in the Company's RC Tariff do(es) not achieve commercial operation or do(es) not perform pursuant to the Company's contract with the RC Producer.
9. **Force Majeure.**
  - a. "Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance:
    - i. is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and
    - ii. which by exercise of due diligence and foresight could not reasonably have been avoided, including acts of God; sudden action of the elements such as floods, earthquakes, hurricanes, or tornados, lightning, fire, ice storms, smoke or other particulates from volcanoes; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; except as set forth in subsection (e) below, labor strikes, slowdowns or labor disruptions (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); actions or inactions by any Governmental Authority taken after the date hereof (including the adoption or change in any rule, Applicable Law or regulation or environmental constraints lawfully imposed by such Governmental Authority) but only if such requirements, actions, or failures to act prevent or delay performance; and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any Governmental Authority, provided, however, that Force Majeure shall not include:
      - (a) inability, or excess cost, to procure any equipment necessary to perform the obligations of this Agreement;
      - (b) acts or omissions of a third party, unless such acts or omissions are themselves excused by reason of Force Majeure;
      - (c) mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment unless such breakdown or condition was itself caused by an event of Force Majeure;
      - (d) changes in market conditions; or
      - (e) any labor strikes, slowdowns, work stoppages, or other labor disruptions limited to Company, Company's Affiliates, or any third party employed by Company.
  - b. Company may also declare a Force Majeure event if:
    - i. An RC Producer as defined in the Company's RC Tariff materially breaches the purchase power agreement governing the solar resource; or,
    - ii. The Company declares an event of default against the an RC Provider as defined in the Company's RC Tariff, and the RC Producer fails to cure the event of default in the cure period applicable under the purchase power agreement.

c. Applicability of Force Majeure.

1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
    - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
    - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
    - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
    - iv. when the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
  2. Except as otherwise expressly provided for in this Agreement, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Agreement (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.
    - a) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its applicable Original Agreement, Minimum Term, or Renewal Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Agreement upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure.
10. If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.
  11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.
  12. If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Agreement. Failure of either Party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
  13. This Agreement 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.
  14. Except as otherwise specifically provided herein, this Agreement 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.

15. This Agreement and the rights and obligations of the parties hereunder shall be subject to all 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 Agreement, the services to be performed hereunder or either of the Parties hereto.

**By checking the box, I am indicating that as a qualified Xcel Energy customer, I have read, understand, and agree to the terms of the Agreement set forth above:**

SAMPLE