



RENEWABLE*CONNECT SERVICE AGREEMENT

THIS AGREEMENT ("Service Agreement"), made this _____ day of _____, _____, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and _____ ("Customer"), who are each a Party and together are the Parties.

RECITALS

Customer receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]
[Address Line 2]
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement.

Customer desires to subscribe to Xcel Energy's Voluntary Renewable*Connect ("R*C") Pilot program, which is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utility Commission ("Commission"). Unless otherwise defined in this Service Agreement, the definitions, terms, and conditions set forth in Xcel Energy's Voluntary Renewable*Connect Pilot Program Rider, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

AGREEMENT

Xcel Energy and Customer agree as follows:

1. **SUBSCRIPTION LEVEL:** The Subscription Level is based on the Customer's selection below of the R*C Service Type, R*C Billing Method, and choice of number of 100 kWh Blocks or entire Monthly Usage or entire usage for a Special Event.

Choose one of the following (R*C Service Type):

- A. ____ Month-to-Month
- B. ____ 5-Year term
- C. ____ 10-Year term
- D. ____ Special Event. If a Special Event provide the date(s) and location of the Special Event:

Choose one of the following (R*C Billing Method):

- A. ____ 100 kWh Blocks (If selecting this, provide here the number of blocks selected: ____)
- B. ____ Entire Monthly Usage (or entire usage for Special Event if so selected)

(Continued on Sheet No. 7-99)

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**VOLUNTARY RENEWABLE*CONNECT PILOT PROGRAM
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7
Original Sheet No. 99

2. **SUBSCRIPTION TERM:** The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017). The Subscription Term shall continue until the earlier of the following (the "Termination Date"):
- A. The last day of a billing cycle following 30 days from the termination notice from customer;
 - B. The last day of the 5-Year or 10-Year term where a 5-Year or 10-Year term is selected by the Customer;
 - C. The last day of the Special Event, where the subscription is for a Special Event; or,
 - D. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area.
- After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission.
3. **SUPPLY RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R*C Resources, including the risk that the operator of R*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R*C Service to Customer at the rates specified in the tariff for the R*C Service or under this Service Agreement.
4. **EARLY TERMINATION:** Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and Customer's R*C Service Type was not month-to-month nor a Special Event, and the Termination Date is less than the full 5-Year or 10-Year term designated in Paragraph 1, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R*C Service as identified in the Voluntary Renewable*Connect Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the designated 5-Year or 10-Year term, Customer may not prospectively subscribe the same Premises in a different Renewable*Connect or Renewable*Connect Government tranche until the end of what would have been the full 5-Year or 10-Year term. Xcel Energy may cancel the R*C Service and this Service Agreement on written order from the Commission based on good cause shown.
5. **CHANGE OF PREMISES:** If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable*Connect subscription to the new service location.
6. **FEES, RATES AND CHARGES:** All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.

(Continued on Sheet No. 7-100)

Date Filed:	11-12-15	By: Christopher B. Clark	Effective Date:	02-27-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-15-985		Order Date:	02-27-17

**VOLUNTARY RENEWABLE*CONNECT PILOT PROGRAM
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7
Original Sheet No. 100

7. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
8. **TRADE SECRET DATA AND PERSONAL DATA:** This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.
9. **DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Service Agreement or the tariff for the R*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
10. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R*C Program resources under the R*C Service or this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.

(Continued on Sheet No. 7-101)

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**VOLUNTARY RENEWABLE*CONNECT PILOT PROGRAM
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7
Original Sheet No. 101

11. DISPUTE RESOLUTION: Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R*C Service, and it cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R*C Service.
12. COUNTERPARTS: This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.
13. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**NORTHERN STATES POWER COMPANY,
a Minnesota corporation ("Xcel Energy")**

XCEL ENERGY REPRESENTATIVE

CUSTOMER

Print Full Name: _____

Print Full Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



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