



## Member Agreement Dubois REC Community Solar

This Community Solar Agreement (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between Dubois Rural Electric Cooperative, Inc. (“Cooperative”), whose mailing address is P.O. Box 610, Jasper, IN 47547 and the member of the Cooperative identified as follows (“Member”):

Member Name(s): \_\_\_\_\_

Account Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Allocated Production Requested (# of panels): \_\_\_\_\_

### Payment Choice:

- One-time payment of \$500.00 per allocated solar panel

### 1. Community Solar Participation

Member agrees to participate and Cooperative hereby agrees to provide to Member through its Dubois REC “My Solar” Community Solar facility Production Credits (as defined below) on Member’s bills for the Service Address noted above (the “Service Address”). Production will be equal to the output of each solar panel allocated to a Member from the total production of the “My Solar” Community Solar. “My Solar” Community Solar is comprised of 10,000 kW of solar dispersed across ten sites throughout southern Indiana, including the solar array along I-64. No one residential service may exceed the purchase of 12 panels of the Solar Array output.

### 2. Consideration

As consideration for Member’s right to receive Production Credits pursuant to this Agreement, Member shall pay to Cooperative the sum of a one-time payment of \$500.00 per allocated solar panel.

**3. Term**

Members who sign up for the one-time payment option shall have an effective term of 10 years, effective beginning on the date of this Agreement. Additionally, the Cooperative may cancel this program at any time and reimburse the member a pro-rated amount based on the years remaining on the Agreement, per Section 7.

**4. Solar Energy Credit**

During the Term, and commencing the billing cycle following the date of execution of this Contract, Member will receive a Production Credit (calculated as provided below) for Member's Allocated Production as a credit on the monthly invoice for electric service provided by Cooperative at the Service Address. The Production Credit for Member's Allocated Production applied to each monthly invoice will be determined as follows: (i) the Solar Facility's total kWh output for the prior calendar month, (ii) divided by the total number of solar panels at the Solar Arrays, (iii) multiplied by the number of solar panels at the Solar Array allocated to Member hereunder, (iv) multiplied by \$.105.

**5. Additional Terms**

The parties further acknowledge and agree that:

- 5.1 Member will not have access to the Solar Array for any purpose. Member will have no ownership, possessory right, access to, or control of any part or portion of the Solar Array or its component parts or facilities. A member will have no rights or obligations with respect to the maintenance or operation of the Solar Array. This Agreement does not convey to Member any right, title or interest in or to any portion of any property (real or personal) above or below ground that comprises any portion of the Solar Array, including but not limited to any solar panels.
- 5.2 Member is not relying on any representation, warranty or promise with respect to the Solar Array made by or on behalf of Cooperative, except to the extent specifically stated in this Agreement. Member acknowledges and agrees that the Solar Array is being used as is, where is, and without warranty. ANY WARRANTIES EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 5.3 Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Cooperative to Member, or to modify in any way Member's rights and obligations as a member of Cooperative. All of Cooperative's rates, charges, terms and conditions of electric service shall

remain subject to change in accordance with applicable law at any time, as well as Board policy from time to time.

## **6. Transfer Assignment by Member**

Member may request that Cooperative: (a) permit Member to change the Service Address for which the Member's Allocated Production Credits will apply to another Service Address within Cooperative's service territory for which Member is obligated to pay Cooperative for electric service, or (b) permit Member to assign the Member's Allocated Production Credits to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory. No assignment may be conveyed to an assignee who would not otherwise qualify for this program. No assignment may be accomplished without the express, written consent of Cooperative. Member must notify Cooperative of such proposed assignment in writing at least ninety (90) days prior to the proposed effective date of any such change or assignment. That notice must include:

- a. Member's name and mailing address;
- b. The current Service Address;
- c. The new Service Address (if applicable);
- d. The new Service Location;
- e. The name of the individual or entity to whom Member is requesting to assign the Agreement (if applicable) and the consideration (if any) proposed to be exchanged; and
- f. The proposed effective date of any proposed change or assignment.

Once an assignment is finalized, the original Member will forfeit all right, title and interest under this Agreement. An assignment may not extend the Term of this Agreement.

Except as provided, Member may not assign, gift, bequeath or otherwise transfer any of its rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation as security for any debt or obligation. Any attempted assignment in violation of this Section 6 shall be null and void.

## **7. Sell and Repurchase**

- 7.1 Member's Right to Sell to Cooperative. During the ten years of the Term of this Agreement, Member may sell to Cooperative all or some of Member's Allocated Production (on a per solar panel output basis). Such sale will occur as follows:
  - a. Member shall deliver written notice ("Member's Sale Notice") to Cooperative of Member's intent to sell all or some of Member's Allocated Production, and include in the notice the portion of Member's Allocated Production intended to be sold.
  - b. If the Cooperative decides to repurchase the panel output, it shall

repurchase the amount of Member's Allocated Production offered for sale within thirty (30) days after receiving Member's Sale Notice, and the amount of the repurchase price shall be calculated as follows: the original value of \$500.00 will be reduced by \$50.00 for each year, fractions rounded down, that Member has had ownership of the panel output.

- c. If Cooperative owes Member payment after the calculation is made, a bill credit will be issued to the Member's account. If Member does not have an active account, a check will be issued so long as Member has provided the Cooperative with current contact information.
- d. If Member is selling Member's entire Allocated Production to the Cooperative, this Agreement shall terminate.

- 7.2 Cooperative Repurchase. At the Cooperative's sole discretion, the Cooperative may elect to repurchase all or any portion of Member's Allocated Production and the associated rights to receive Production Credits, and Member is obligated to sell such.

Allocated Production and associated rights to Cooperative pursuant to the terms of this Section. Such repurchase will occur as follows:

- a. Cooperative will issue notice to Member of Cooperative's election to exercise its repurchase right and such notice will include the number of panels allocated to Member and the Member's Allocated Production Credits to be repurchased by Cooperative (the "Repurchase Notice").
- b. The purchase price for Member's Allocated Production will be based on the calculation listed in Section 7.1, excepting payment of the administrative fee.
- c. Cooperative will repurchase the amount of panel output identified in the Repurchase Notice from Member within thirty (30) days of sending such Repurchase Notice. Upon receipt of the payment from the Cooperative, (i) Member's right to receive Production Credits with respect to the number of panels of Member's Allocated Production purchased terminates, and (ii) Cooperative has no further obligation to Member regarding the Allocated Production Credits.

Upon repurchase by Cooperative of all of Member's Allocated Production and associated rights to receive Production Credits, this agreement terminates.

## **8. Notices**

All notices, requests, consents, and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and unless agreed otherwise, will be deemed delivered upon mailing.



**9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged or modified except by an instrument in writing signed by the parties or a duly authorized representative of the parties.

**10. Governing Law/Jurisdiction/Venue**

This Agreement shall be deemed to have been made within, and shall be construed under the laws of, the State of Indiana, without regard to the principles of conflicts of laws thereof. All parties agree to submit to the jurisdiction of the courts and laws of the State of Indiana. The parties acknowledge and agree that a court of competent jurisdiction located in Dubois County, Indiana, shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement. In litigation, the prevailing party is entitled to have its attorney fees paid by the non-prevailing party.

This agreement shall be binding on the heirs and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above

**Dubois REC Member**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dubois REC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_