



## CUSTOMER OWNED GENERATION RENEWABLE ENERGY CREDIT PURCHASE CONTRACT

### Customer-Sited Generation System

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Southeast Colorado Power Association ("SECPA" or "Co-op), whose address is 901 W. 3<sup>rd</sup> St., P.O. Box 521, La Junta, Colorado 81050, and \_\_\_\_\_ ("Customer"), whose electric service address is \_\_\_\_\_, Colorado \_\_\_\_\_ (the "service address").  
(zip code)

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Customer agrees to assign all Renewable Energy Credits ("RECs") generated by the Customer Owned Generation (C-G) system at the address listed to SECPA for a term of twenty (20) years from the installation date set forth in the "Actual System Installation information" attached hereto and incorporated by this reference into this Contract.
2. **Purchase Price.** The payment for the RECs shall be included into the C-G Customer's "Standard Incentive" paid by SECPA based on installation of the C-G system. If no "Standard Incentive" is paid by SECPA, the price will be negotiated and the agreed upon price entered into this agreement.
3. **Representations.** The signatories hereto individually and collectively make the following representations:
  - a. They are individually authorized and competent to sign this Contract and that they have read the Contract and agree to be bound by its terms.
  - b. Customer receives electric service from SECPA at the address set forth above, and for the purpose of this Contract is the person in whose name electric service is listed at the service premise.
  - c. Customer is an end-use electric consumer located within the electric service territory of SECPA in Colorado, whose primary business is not the generation of electricity for retail or wholesale from the same facility.
  - d. The Customer has installed a new C-G system at the service premise, which has at least a two -year warranty, as of the date set forth, and conforms to the specifications, as described in SECPA'S interconnect agreement.
  - e. If the C-G system is photovoltaic the orientation of the C-G system is free of shade from trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.
4. **Terms and Conditions.**
  - a. Customer shall be solely responsible for ensuring that the C-G system equipment installed for this program meets all applicable codes, standards, and regulatory requirements.

- b. The C-G system shall be located on the Customer's electric service premises at all times during the term of this Contract.
- c. The C-G system size shall not exceed current limitations outlined in SECPA's Net Metering Tariff or Negotiated Contract limits.
- d. The Term of this Contract shall be twenty (20) years beginning \_\_\_\_\_; however, this Contract is assignable by customer to any subsequent purchaser of customer's premises. SECPA shall own all RECs produced by the C-G system during the Term of this Contract.
- e. This Contract shall apply to new C-G equipment only. Used equipment does not qualify for the incentive.
- f. Qualification for the cash incentive payment does not imply any representation or warranty by SECPA of the design, installation or operation of the C-G equipment and SECPA expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- g. SECPA shall not be responsible or liable for any personal injury or property damage caused by the C-G system or any individual component equipment of the system.
- h. Customer shall indemnify, defend and hold SECPA, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair or replacement of the C-G system or any component equipment on the system.
- i. The Customer shall maintain the C-G System and the individual components of the system in good working order at all times during the Term of this Contract. If during the Term of this Contract the C-G system or any of the individual components of the system should be damaged or destroyed, the Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation at the Customer's sole expense. Damages for breach of this provision of the Contract are limited to the repayment by Customer of the pro-rata share of the incentive made to the Customer under this Contract. For example, if the Customer breaches this provision in the tenth year of the Contract Term, liquidated damages would equal one-half of the incentive made under this Contract. Customer is released from further liability under this Contract upon the payment of said liquidated damages to SECPA.
- j. This Contract and the terms contained in this Contract shall be binding and enforceable against the parties for a long as the Contract remains in effect.
- k. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the contract, 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-prevailed party.
- l. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any term or condition of this Contract.
- m. The parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching party actually discovers the breach.
- n. If any of the representations of the parties are false or incorrect, such false or incorrect representation shall constitute a material breach of this Contract.

- o. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- p. 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.
- q. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, a copy of the Interconnection Agreement and any remaining warranty information. Customer is released from any and all future liability under this Contract upon its assignment.
- r. By executing this Contract, Customer grants to SECPA permission to share the location of the C-G system and other information concerning the RECs sold to SECPA by Customer under this Contract to other Colorado Public Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of RECs for the limited purpose of ensuring that the RECs associated with the C-G system have not been sold to another entity

**As a qualified SECPA customer I have read, understand and agree to the terms of the Contract set forth above and accept the Incentive.**

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Based on the actual equipment information provided, SECPA extends the following incentive payment to Customer.**

**Incentive payment:**    \$ \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Signature for Southeast Colorado Power Association**

**Please mail the signed Contract to the SECPA program manager at the address shown above. The Contract will be signed by SECPA and a copy of the Contract will be mailed back to you.**

**Southeast Colorado Power Association  
Renewable Program Manager  
P. O. Box 521  
La Junta, CO 81052**