

Kankakee Valley REMC
COMMUNITY SOLAR PROGRAM SUBSCRIPTION AGREEMENT

This Community Solar Program Subscription Agreement (“Agreement”) is made and entered into as of _____, 20____, by and between Kankakee Valley REMC (“Provider”) a member cooperative with its principal business office located at 8642 W. US Hwy 30, Wanatah, IN 46390 ,and the cooperative member identified as the subscriber below (“Subscriber”).

Subscriber Information

Name:
Service Address:
Class (Residential, Commercial, Industrial, Farm, etc.):
Account Number:

Solar Block Units

Subscriber may select up to 83 Solar Block Units or up to 50% of Subscribers expected electric usage as determined by the Provider. Each such unit corresponds to 300 watts of solar energy capacity.

Subscriber hereby agrees to subscribe for _____ Solar Block Units.

Subscription Price

Monthly payment throughout the term equal to \$_____

(Based upon the Solar Block Unit price of \$.20 multiplied by the number of subscribed for Units.)

Contract Term

The initial term of this contract shall be (1) year.

See Additional Program Details regarding automatic renewals and early termination.

Your signature below indicates your agreement to the terms above, as well as the attached terms and conditions.

PROVIDER: Kankakee Valley REMC

SUBSCRIBER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

GENERAL TERMS AND CONDITIONS

- 1.1. **Solar Projects.** Provider purchases solar electricity from its generation and transmission provider, Wabash Valley Power Association, Inc. (“Wabash Valley”). The solar electricity is generated by certain solar electric generating facilities (“Solar Projects”) that Wabash Valley has included within this community solar program (“Program”). The Solar Projects that are part of the Program are subject to change from time to time in the discretion of Wabash Valley. Upon request, Provider will provide Subscriber with a list of the current Solar Projects in the Program.
- 1.2. **Solar Block Units.** Wabash Valley has established a limited number of solar block units (“Units”) to represent the solar electricity output of the Solar Projects, and has allocated a limited number of such Units to Provider for the Program. The number of Units subscribed for by Subscriber is identified on page 1 of this Agreement.

Each Unit corresponds to 300 watts of solar energy capacity. The total number of available Units may change as Solar Projects are added or removed from the program. The maximum number of Units which any individual subscriber may elect is also set forth on the first page of this Agreement, and has been calculated based on factors including Subscriber’s expected electric usage as determined by Provider and Provider’s operating policies. Provider reserves the right to increase or decrease this maximum in its sole discretion.
- 1.3. **Eligible Participants.** The Program is available on a voluntary basis to Subscribers of Provider.
- 1.4. **Renewable Energy Credits.** Subscriber shall be entitled to the benefits of all Renewable Energy Credits or RECs associated with Subscriber’s Pro-Rata Portion of the renewable energy generated at the Solar Projects during the term of this Agreement. Such RECs will be retired by Provider or Wabash Valley so that Subscriber can utilize them in accordance with the applicable program, regulation or law. Provider will not sell or market such RECs to any other party.

“Pro-Rata Portion” means a percentage equal to the number of Units subscribed for by Subscriber under this Agreement, divided by the total number of Units available for all Solar Projects that are part of the Program during the applicable period.

“Renewable Energy Credits” or “RECs” mean tradable, contractual instruments that represent all Renewable Attributes associated with a specified portion of renewable energy.

“Renewable Attribute” means an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by a renewable energy facility, other than the electric energy produced, including all of the following identified with a particular megawatt hour of generation by a renewable energy facility: (i) the renewable energy facility’s use of a particular renewable energy source; (ii) avoided NO_x, SO_x, CO₂, or any other greenhouse gas emissions; and (iii) avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the renewable energy facility itself). Renewable Attributes specifically exclude tradable emission allowances under a mandatory cap and trade program or other entitlements to produce emissions which have or may be issued by a governmental authority and allocated to a renewable energy facility. Renewable Attributes do not include production tax credits or other direct third-party subsidies for generation of electricity by any specified renewable energy facility.

- 1.5. **Subscriber Representations.** Subscriber represents and warrants to Provider and Wabash Valley as follows:

- 1.5.1. Subscriber is electing to participate in the Program solely for the purposes of reducing the cost of consuming electricity, obtaining the Renewable Attributes described above, supporting sustainable energy initiatives, and reducing negative impacts on the environment. Subscriber's participation is not being made for investment purposes, including any capital appreciation or other profit.
- 1.5.2. Subscriber understands and agrees that it is not obtaining any ownership right to underlying Solar Projects or individual solar panels, nor any capacity rights with respect thereto, and that it will not have access or control of any portion of the Solar Projects.
- 1.5.3. Subscriber further acknowledges and understands that (a) the services of Provider hereunder consist primarily of administering the Program, including managing subscriptions and the distribution of production credits or Renewable Attributes, (b) Wabash Valley or other third parties are solely responsible for the selection and management of the Solar Projects and otherwise arranging for Provider's ability to offer the Program, and (c) Provider is a member of Wabash Valley but does not exercise control over it.
- 1.5.4. Subscriber understands that the benefits of its subscription depend significantly on factors beyond the control of Provider, including weather and the availability of sunlight necessary to produce solar electricity, limitations in the solar technology used at the Solar Projects, fluctuations in energy market prices, and the effect of changes of law or regulations. Subscriber further acknowledges that Provider makes no representation or warranty as to Subscriber's ability to utilize the Renewable Attributes.
- 1.6. **Non-Assignability.** Except as may be provided in the Additional Program Details, without Provider's prior written consent, Subscriber may not assign, gift, bequeath, sell, or otherwise transfer this Agreement or 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 by Subscriber in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 1.7. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER IS NOT MAKING ANY REPRESENTATION OR WARRANTY REGARDING THE SUBJECT MATTER HEREOF, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBSCRIBER ACKNOWLEDGES AND AGREES THAT PROVIDER HAS NOT MADE AND IS NOT MAKING ANY GUARANTEE WITH RESPECT TO THE AMOUNT OF ELECTRIC ENERGY THAT WILL BE GENERATED FROM THE SOLAR PROJECTS OR THE AMOUNT OF ANY PRODUCTION CREDITS, RENEWABLE ATTRIBUTES OR COST SAVINGS TO BE REALIZED BY SUBSCRIBER.
- 1.8. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ELSEWHERE, PROVIDER'S LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE UNITS SUBSCRIBED FOR HEREUNDER. PROVIDER SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, OR OTHER LAW AND WHETHER OR NOT ARISING FROM PROVIDER'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. THE FOREGOING SHALL APPLY EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- 1.9. **Force Majeure.** As used in this Agreement, “Force Majeure” means any delay or hindrance in, or prevention from, the performance of any act(s) required of either party caused by strikes, lockouts, terrorism, emergency governmental orders or decrees, riots, insurrection, war, “acts of God” (including without limitation floods, earthquakes, storm, lightning, fire or other weather disturbances or conditions), or other direct cause(s) not reasonably within such party’s direct control. Neither party shall be considered to be in default in respect to any obligation hereunder to the extent and for the expected duration that such failure of performance shall be due to an event of Force Majeure. The party affected by an event of Force Majeure shall give prompt written notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.
- 1.10. **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 will be deemed delivered upon the earlier of (a) the date of actual personal hand-delivery, (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, or (c) the following business day after being delivered to a reputable overnight courier service for next business day delivery, costs prepaid.
- 1.11. **Entire Agreement.** This Agreement (including the cover page, these General Terms and Conditions, and any Additional Program Details attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, and other communications between the parties, in each case whether oral or written. No provision of this Agreement may be amended, released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 1.12. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Indiana without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in LaPorte County, Indiana shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

ADDITIONAL PROGRAM DETAILS

1.13. Subscription Price. The monthly subscription price set forth on page 1 of this Agreement is in addition to all other rates and charges applicable to Subscriber. The applicable charge will be added to Subscriber's electricity bill. Provider reserves the right to change the monthly subscription price upon 30 days' notice to Subscriber. Such notice may be included with Subscriber's monthly billing statement. In such event, Subscriber will also be permitted to terminate this Agreement by calling 1-800-552-2622

1.14. No Capacity or Production Credits. Subscriber acknowledges and agrees that the subscription established by this Agreement does not include any capacity rights or production credits.

1.15. Term and Termination. The initial term of this Agreement is set forth on page 1 above. At the end of such term, this Agreement will automatically renew for one (1) year periods until either party terminates this Agreement by giving the other party at least thirty (30) days prior written notice. Subscriber may also terminate this Agreement after the initial term by calling 1-800-552-2622.

PROVIDER: Kankakee Valley REMC

SUBSCRIBER: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

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