

# Renewable Energy Credit (REC) Contract



## REC Applicant–Sited Photovoltaic (PV) System

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fort Collins Utilities (“UTILITIES”) and \_\_\_\_\_ (“REC Applicant”), whose address is \_\_\_\_\_, Colorado (the “Address”).

**1. Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the REC Applicant agrees to sell and UTILITIES agrees to purchase from REC Applicant the Renewable Energy Credits (“RECs”) generated by \_\_\_\_\_kW from the photovoltaic solar system (the “PV system”) at the Address for a term of twenty (20) years beginning on the date listed above based on the “System Installation Information” attached hereto and incorporated by this reference into this Contract as Rebate Application.

**2. Purchase Price.** The price for the RECs shall be payment based on UTILITIES’s receipt of all RECs generated by the PV system. The total price for the RECs shall be \$1.00 per watt DC and is paid as a rebate to the Applicant.

**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) REC Applicant owns the PV system in the UTILITIES service territory at the address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Address.
- c) The REC Applicant has installed a PV system at the Address, and conforms to the specifications, tilt and orientation described in the rebate application attached hereto.
- d) The orientation of the PV 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) REC Applicant shall be solely responsible for ensuring that the PV system equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
- b) The PV system shall be located at the Address at all times during the term of this Contract.
- c) The PV system shall be a minimum capacity of 500 watts and a maximum capacity not to exceed 25 kilowatts, nameplate DC output capacity.
- d) The Term of this Contract shall be twenty (20) years beginning the date listed above, however, this Contract is assignable by REC Applicant to any subsequent purchaser of REC Applicant’s premises, pursuant to section 4 (r) below. UTILITIES shall purchase and own all RECs produced by the PV system during the Term of this Contract.
- e) UTILITIES will issue a one-time REC payment in the form of a check. (see section 2 above).
- f) Qualification for the REC payment does not imply any representation or warranty by UTILITIES of the design, installation or operation of the PV equipment, and UTILITIES 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) UTILITIES shall not be responsible or liable for any personal injury or property damage caused by the PV system or any individual component of the system.

- h) REC Applicant shall indemnify, defend, and hold UTILITIES, 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 PV system or any equipment of the system.
- i) The REC Applicant shall maintain the PV 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 PV system or any of the individual components of the system should be damaged or destroyed, the REC Applicant shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in the rebate application, at the REC Applicant's sole expense. Damages for breach of this provision of the Contract are limited to the repayment by REC Applicant of the pro-rata share of the rebate and REC payment made to REC Applicant under this Contract. For example, if the REC Applicant breaches this provision in the tenth year of the Contract Term, liquidated damages would equal one-half of the rebate and REC payment made under this Contract. REC Applicant is released from further liability under this Contract upon the payment of said liquidated damages to UTILITIES.
- j) This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns, for as 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-prevailing 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 other 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 REC Applicant are false or incorrect, such false or incorrect representation shall, at the UTILITIES' discretion, 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) UTILITIES may use the National Renewable Energy Lab's PVWatts model to calculate the expected energy production from the proposed PV installation based on tilt angle and orientation of the solar panels in the event of a dispute. The REC applicant is required to have used PVWatts as a condition of the application for the rebate.
- q) 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.
- r) 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, REC Applicant is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, a copy of the Net-Metering/Interconnection Application and any remaining warranty information. REC Applicant is released from any and all future liability under this Contract upon its assignment.
- s) By executing this Contract, REC Applicant grants to UTILITIES permission to share the location of the REC Applicant's PV system and other information concerning the RECs sold to UTILITIES by REC Applicant under this Contract to others.

**As a qualified UTILITIES REC Applicant, I have read, understand, and agree to the terms of the Contract set forth above and accept the REC payment.**

**REC Applicant Name (printed):** \_\_\_\_\_

**REC Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_