



## Bandera Electric Cooperative

### Community Solar Subscription Agreement

This Community Solar Subscription Agreement (“Agreement”) is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Bandera Electric Cooperative (BEC)**, whose mailing address is **PO BOX 667, Bandera, TX, 78003**, and the member identified below:

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

Service Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Account: \_\_\_\_\_

#### **I. Community Solar Subscription.**

1.1 Community Solar Facility. The Cooperative is offering solar energy blocks (100 kWh) from our community solar facility in Leakey, Texas. The effective of this agreement is the date of signing by both parties.

1.2 Eligible Subscribers. The program is open to Cooperative members, not currently in collections, who take delivery of energy in a qualifying residential or commercial rate class.

1.3 Subscription Amount. Subscriber agrees to purchase the following number [\_\_\_\_\_] of solar energy blocks per month from the Solar Facility. A minimum purchase of one (1) block equaling 100 (kWh) of energy is required. The purchase of the solar energy blocks will be reflected on the BEC electric bill as a separate line. The number of energy blocks purchased by the subscriber will be credited against energy usage every month. The Subscriber shall remain responsible for any Delivery Distribution charges and shall relinquish any fuel cost adjustments per current bill cycle. The credited amount is based on the subscriber’s load profile and estimated plant performance. The subscriber has the ability to increase their subscription as long as energy blocks are available, but they are not able to reduce their subscription amount during the term of this agreement.

1.4 Environmental Attributes. BEC acknowledges that currently there is no recognized value of “environmental attributes” associated with energy produced at this facility. “Environmental Attributes” means and includes all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the



environmental or renewable characteristics or attributes of the Solar Facility or the avoidance of the emission of any greenhouse gas, chemical, or pollutant to the air, soil or water, which may be deemed of value by the Cooperative. Subscriber acknowledges and agrees that if any Environmental Attributes associated with the Solar Facility are created or generated in the future that they shall remain the property of the Cooperative.

## **II. Subscription Price.**

2.1 Purchase Price. As consideration for Subscriber's right to receive solar energy blocks from this facility, the Subscriber shall pay to the Cooperative a flat, fixed amount of \$7.00 for each 100 kWh energy block for the term of this agreement

## **III. Term.**

This Agreement shall be effective on the date of signing by both parties. The change will be reflected on the member's next billing cycle. The agreement to subscribe to the solar facility in Leakey, Texas will continue for a term of Five [5] years. Upon completion of the contract term, the terms and conditions will continue in effect unless subscriber provides written notice of their intent to terminate the agreement.

## **IV. Departure, Transfer, and Assignment.**

In the event that a subscriber is no longer a member or is no longer able to participate in the program, a subscriber may transfer Solar Credit from Subscriber's Allocated Capacity to another eligible Service Address, or may assign his or her rights under this Agreement to another Cooperative member, provided that: such assignee is a member in good standing taking electric service from the Cooperative under an eligible rate classification; and agrees to except the terms and conditions of the agreement. Subscriber shall notify the Cooperative of such proposed change or assignment. Such notice must include:

1. Subscriber's name and mailing address;
2. The current Service Address;
3. The new Service Address (if applicable);
4. The name and Service Address of the individual or entity member to whom Subscriber is requesting to assign this Agreement (if applicable);
5. The proposed effective date of such proposed change or assignment.

The transfer or assignment shall become effective following a 30-day receipt of acceptance by the Cooperative or the proposed effective date (whichever is later), unless the Cooperative provides written notice to Subscriber that the requests fail to meet any of the above requirements or is otherwise prohibited by the Cooperative's bylaws or Board policies. Upon any assignment of Subscription Units under this paragraph, Subscriber will surrender all right, title and interest in and to this Agreement. No assignment will extend the Term of this



Agreement. In the event the Subscriber is unable to transfer Solar Credits from the Subscriber's Allocated Capacity, the Subscriber will surrender all right, title and interest in and to this Agreement.

## **V. Limitations.**

5.1 Facility Access. Subscriber may be given limited access to tour the Solar Facility during scheduled touring dates.

5.2 Exclusive Rights of the Cooperative. Subscriber will have no ownership, possession rights or control of the Solar Facility, and will have no rights or obligations with respect to the maintenance or operation of the Solar Facility. This Agreement does not convey to Subscriber any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Solar Facility.

5.3 Disclaimer of Warranties. Except as expressly stated in this Agreement, Subscriber is not relying on any representation, warranty or promise with respect to the Solar Facility, including but not limited to availability or applicability of any federal, state or local tax credit or other incentive, made by or on behalf of the Cooperative.

**SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SOLAR FACILITY AND THE TERMS AND CONDITIONS OF PARTICIPATION IN BANDERA ELECTRIC COOPERATIVE COMMUNITY SOLAR PROJECT ARE ACCEPTED 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.**

5.4 No Modification. Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by the Cooperative to the Subscriber or modify in any way a Subscriber's rights and obligations as a member of the Cooperative. All rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time and the action of the Cooperative's Board of Directors.

## **VI. Notices.**

All notices 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) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, or (b) the following business day after being delivered by a commercial overnight courier service.

## **VII. 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, and all other communications between the



parties. This Agreement shall not be amended or terminated except by an instrument in writing signed by each party.

#### **VIII. Governing Law/Jurisdiction/Venue.**

This Agreement shall be interpreted and construed according to the laws of the State of Texas, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction in Bandera County, Texas shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.



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

**Bandera Electric Cooperative:**

**Subscriber:**

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

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

Name (Print): \_\_\_\_\_

Name (Print) \_\_\_\_\_

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

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

Name (Print) \_\_\_\_\_