



A. CUSTOMER INFORMATION “Customer”

Customer Name as it appears on EWEB account	Phone	E-mail Address
Installation Address	City, State, Zip	EWEB Account Number
Mailing Address	Contact Person	Phone

B. PROJECT INFORMATION “Project”

Owner occupied, address and contact info same as above Rental property – Tenant name: _____

New Facility Existing Facility Facility Type: Residential Commercial

Start Date: _____ Estimated Completion Date: _____

C. CONTRACTOR INFORMATION “Contractor”

Solar Contractor Name	Phone	E-mail Address	CCB#
Contact Person	Phone	E-mail Address	
Electrical Contractor Name	Phone	E-mail Address	CCB#
Contact Person	Phone	E-mail Address	

D. INCENTIVE PAYMENT RELEASE

Make net-metering incentive check payable to:

- If direct generation project, see section 5h. below

Payee: Individual/Business name	Contact Name	Phone Number
Payee Mailing address	City	State Zip
Tax Status: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Other		
Tax ID number: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (See Section 10 Below) <input type="checkbox"/> Employer Identification Number <input type="checkbox"/> Social Security Number		

The following items must accompany this Agreement to be eligible for review and approval: Copy of the contract proposal Detail of system components Single line electrical drawing Site sunchart Property site sketch or drawing, indicate location of the electric meter and if applicable, disconnect switch (permit drawings may be used).

After Project installation, the following items must be completed by Customer before EWEB meter will be set or any eligible incentive is processed: Permit approval documentation submitted to EWEB Final invoice submitted to EWEB EWEB final inspection approval obtained For direct generation ONLY, “Renewable Attribute Attestation”

YES, I have read and agree to comply with the Terms and Conditions of this Agreement. The owner/occupant of the above facility, have reviewed all pages of this Agreement and agree it is correct and accurately represents the Customer Generation System (“CG System”) that will be installed.

Name (Print)	Signature	Date
EWEB Representative (Print)	Signature	Date

Rev 12/2019 EWEB Solar Electric Program 1

I TERMS AND CONDITIONS

1. **Term of this Agreement:** This Agreement shall become effective upon execution by both parties and remain in effect during installation and so long as the Project becomes and remains interconnected to EWEB's electric distribution system.
2. **Pre-authorization Requirement:** Customer agrees that EWEB is not obligated to make an incentive payment or purchase the electrical energy generated by the CG System, provide funding, or allow the interconnection of any CG System to EWEB's electric distribution system, if installation of such CG System was initiated prior to EWEB and Customer signing this Agreement.
3. **Project Description and Specifications:** Customer agrees to install the CG System as described in Sections E, F and G and to notify EWEB in a timely manner if there are any changes to the Project before or after this Agreement has been executed including change of equipment, location, removal of the CG System or change in Customer ownership.
4. **Project Schedule:** Customer agrees to complete installation of the Project by estimated completion date and submit copies of final invoices and documentation within 45 days of completion date. If installation of the Project is not completed within this time period, any funding or incentive offer made by EWEB shall expire unless extended in writing by EWEB.
5. **Interconnection and Payment by EWEB to Customer:** The parties agree that signing this Agreement does not obligate EWEB to make payment for the Project unless and until the Project described herein is completed, inspected and approved by EWEB.
 - a) For net-meter ONLY, incentive payments by EWEB to Customer for the Project shall be made based on EWEB approved Agreement and incentive calculation.
 - b) For direct generation ONLY, Customer agrees to sell and EWEB agrees to purchase the electrical energy generated from the CG System.
 - c) Any proposed changes to the Project as specified in this Agreement are subject to review and authorization by EWEB prior to implementation. Changes to the Project may affect the EWEB payment.
 - d) Parties acknowledge that due to variability of insolation, system performance, and system losses, it is not possible for EWEB to warrant system output.
 - e) The CG System must comply with the EWEB's Customer Generation Interconnection Standard and EWEB's Customer Service Policies and Procedures. EWEB reserves the right to require, at Customer's expense, to provide modifications or additions to the CG System in the event of changes to government, transmission system operator and industry regulation and/or standards.
 - f) If the installation of the Project is unacceptable to EWEB, EWEB shall notify Customer of deficiencies and suggest corrections. Customer agrees to correct any deficiencies before final inspection and before interconnection with EWEB's electric distribution system and before any payments are made to Customer by EWEB.
 - g) For net-meter ONLY, during the term of this Agreement, EWEB will purchase the excess energy generated by the CG System as measured by EWEB's billing meter from the Project per the Renewable Net-Metered Rate Schedule specified in Section E-VI of EWEB's Customer Service Policies and Procedures.
 - h) For direct generation ONLY, during the term of this Agreement, EWEB will purchase the electrical energy generated by the CG from the Project per the Annual Renewable Generation Purchase Rate Schedule specified in Section E-VI of EWEB's Customer Service Policies and Procedures.
6. **Inspection Requirements and Site Access:** Customer agrees to allow EWEB or EWEB's authorized contractor access to inspect any or all components of the Project during any phase of the construction, installation or operation of the Project with reasonable notice to the Customer. Customer agrees to contact EWEB prior to commencing installation of the Project and in a timely manner to enable EWEB to conduct post-installation inspections required to evaluate the compliance with program and EWEB's Interconnection Standard requirements.
7. **Operation, Replacement, and Maintenance of the Project:** For net-metered ONLY, if the CG System is removed, disconnected, or its operation discontinued or altered in the first ten (10) years, Customer may be required to repay a portion of incentive payments made by EWEB to Customer in accordance with the repayment provisions described in Section 17. Customer agrees to operate, maintain and perform all manufacturers' recommended inspections and maintenance of the CG System at the Customer's expense over the term of the Agreement. If any of the equipment proposed under this Agreement fails in whole or in part after installation, Customer agrees to repair or replace it with equipment of equal or better efficiency and output which is accepted and approved by EWEB.
8. **Ownership:** Any Customer equipment installed, moved, or removed as a result of this Project will remain the property of the Customer. EWEB reserves and maintains ownership of all facilities on EWEB's side of the point of delivery despite any payment or financial contribution of Customer to interconnect the Project.
9. **Analysis and Use of Project Information:** EWEB shall have the right to collect, compile, and publicly disseminate information relating to the Project. Customer grants EWEB the right to records for the purpose of monitoring the

electrical energy generated from the Project and authorizes the release of utility records required for EWEB to conduct analysis and evaluation of the Project.

10. **Taxability Determination:** EWEB may, from time to time, be required to report payments made by EWEB to Customer under this Agreement. Customer agrees to furnish EWEB their social security number or tax identification number and any other information requested by the Internal Revenue Service relating to the Project. EWEB makes no determination hereunder as to the reporting and taxability of the payments received by Customer from EWEB. Customer assumes all responsibility for reporting and taxation of all CG Systems. Customer is urged to consult a tax advisor concerning the taxability of incentives and/or direct generation credits. EWEB is not responsible for any taxes, the payment of those taxes, or their applicability that may be imposed on you or your business as a result of receipt of the EWEB net-metered incentive and/or direct generation ONLY payments.
11. **Records:** Customer shall maintain, and make available to EWEB upon request, records for all Project costs, and any other records as they apply to the provisions of this Agreement. The records shall be maintained for 3 years after creation of such records.
12. **Relationship of the Parties:** The Parties agree that the Customer and EWEB are independent parties and shall not be deemed to be partners, joint ventures, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.
13. **EWEB and Customer Responsibilities:** EWEB's relationship to Customer under this Agreement is limited to evaluating the Project for the purpose of determining whether the Project is eligible to interconnect with EWEB, participate in EWEB's Solar Electric Program and make payment of incentives as described in Section G above. EWEB may inspect the Project to ensure it meets EWEB specifications. Customer assumes full responsibility for the design, purchase, contracting, subcontracting, and supervision of the installation and operation of the proposed Project, together with making Agreement, obtaining permits and complying with all federal, state, or local laws, regulations, and ordinances for the design, construction and operation of the Project. Customer shall be responsible for confirming the Project meets any other particular requirements, and agrees to complete the Project in a workmanlike manner, correct any defects, and ensure performance neither adversely affects the electrical energy output nor adversely affects human health and safety.
14. **Indemnification:** Customer shall indemnify and hold EWEB, its board, officers and agents harmless from any and all claims, demands, liabilities, suits, or actions for any resulting property damage, bodily injury, or death arising out of or which in the future may result, directly or indirectly, from the design, installation and operation of the Project specified in this Agreement. Submission of design plans and specifications to EWEB and inspections by EWEB shall in no way imply any responsibility on the part of EWEB for the design, installation, or operation of the Project and interconnection. Customer shall indemnify and hold EWEB, its board, officers and agents harmless from any and all claims, demands, liabilities, suits or actions for any failure of Customer, or Customer's agents or contractors, to comply with all federal, state or local laws, regulations and ordinances for the design, completion or operation of the Project and EWEB's Interconnection Standard requirements specified in this Agreement.
15. **Amendments:** If either Party to this Agreement desires to change any item specified in this Agreement, such change must be requested in writing and approved by both parties prior to implementation of the change.
16. **Renewable Energy Credits:** For net-meter ONLY, any renewable energy credits or certificates (RECs) generated from the Project may be retained by Customer. For direct generation ONLY, EWEB shall retain all right, title, and interest in the renewable energy credits or certificates (RECs) generated from the Project. For direct generation ONLY, Customer shall complete and sign a Renewable Attribute Attestation associated with the RECs from the Project.
17. **Termination:** If Customer discontinues operation of the Project, is no longer an EWEB electric generation Customer, or otherwise fails to comply with the terms of this Agreement, EWEB may terminate this Agreement by giving written notice to Customer. Customer shall have thirty (30) days from the date of the notice within which to correct any failure to comply with the terms of this Agreement. If Customer fails to correct the noncompliance, EWEB may elect to terminate this Agreement.

Upon termination of this interconnection by either Party, Customer agrees that Customer has a continuing responsibility for ensuring that, if applicable, the Disconnect Switch is opened, and that the electric conductors connecting the Customer's generator(s) to the Disconnect Switch are lifted and permanently removed, so as to preclude any possibility of interconnected operation in the future. EWEB reserves the right to inspect the Customer's facility to verify that the generator is permanently disconnected and to lock open the Disconnect Switch or disconnect the generator from EWEB's electric distribution system if it has not already been disconnected. If the Customer operates the Project without interconnection to EWEB facilities, Customer has a continuing responsibility to ensure the Project remains completely isolated from EWEB facilities.

For net-metered ONLY, if the CG System has been removed within the first ten (10) years because Customer removed, disconnected, discontinued operation of the CG System, or failed to correct non-compliance under this Agreement, Customer may be required to repay to EWEB a portion of payments made by EWEB for the Project as follows: Repayment amount shall be prorated to equal the original incentive payment amount times the months remaining until the end of ten years, divided by 120 months. If Customer sells or transfers ownership, this Agreement will not automatically terminate, provided the Customer obtains EWEB's written consent to accept buyer's agreement regarding continuation of the Project. If the parties are unable to reach such an agreement, the termination provisions specified in this section shall apply.

18. **EWEB Policies and Procedures:** All EWEB Policies and Procedures continue to be applicable to the Customer. These policies and procedures are on file and can be reviewed at the EWEB offices, or may be obtained electronically at <http://www.eweb.org/policies>.
19. **Notices:** Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or, if mailed, three (3) days after being deposited in the U.S. Mail, registered or certified, postage prepaid and addressed to the Party at the address stated in this Agreement, or such other address as either Party may designate by written notice to the other.
20. **Non-Waiver:** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the Party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
21. **Assignment:** The rights and obligations of the Parties to this Agreement may not be assigned by either Party, except upon the expressed written consent of the other Party, which consent shall not be unreasonably withheld or delayed. As a condition of such consent, any third party to whom an assignment is made will be required to demonstrate to reasonable satisfaction of the non-assigning Party that the third party is capable of fulfilling the assigning Party's obligations under this Agreement.
22. **Governing Law:** This Agreement shall be construed under and governed by the laws of the State of Oregon.
23. **Dispute Resolution:** If the Parties are unable to resolve a dispute with respect to this Agreement, either Party may send a notice to the other requesting a meeting at which senior officers or officials of the Parties will attempt to resolve the dispute. If the Parties are unable to resolve the dispute within ten (10) days after the meeting notice is received by the Party to whom it is directed, either Party may demand that the matter be submitted to a single neutral arbitrator with significant experience in the power industry. If the Parties are unable to agree upon an arbitrator within ten (10) days of the demand, the arbitrator shall be selected by the presiding judge of the Circuit Court of Lane County, Oregon, and the Party applying for the selection of the arbitrator shall request that the selection be made on an expedited basis. Within ten (10) days of the selection of the arbitrator, the Party demanding arbitration shall submit to the arbitrator a reasonably detailed description of its position together with supporting material. Within a further ten (10) days, the other Party shall respond by submitting to the arbitrator a reasonably detailed statement of its position together with supporting material. Each Party shall deliver copies of its submissions to the other Party and shall promptly provide any additional explanation or information requested by the arbitrator. The arbitrator shall be instructed to use all reasonable efforts to render a written decision setting forth its findings and conclusions within thirty (30) days of the date on which the arbitration proceedings are concluded. The arbitrator's decision concerning the item or items in dispute shall be final and binding on the Parties. Each Party shall bear the arbitrator's expenses equally.

