

**Redwood Electric Cooperative Community Solar
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is made and entered into this _____ day of _____, 20 ____ by and between Redwood Electric Cooperative, with its principal place of business at 60 Pine St., Clements, MN 56224 (“REC”) and the Member identified as follows:

Member: _____

Billing Address: _____

City: _____ State: _____ Telephone _____

Email Address: _____

Account Number _____

1. License.

1.1. Subject to the terms and conditions set forth in this Agreement, REC hereby grants to Member a license to purchase the kWh output from _____ solar panel(s) at \$_____per solar panel. Member is not allowed to purchase more than their average annual usage.

1.2. Each solar panel will be placed in service at the REC Community Solar Array located at 12405 Harvest Ave, Lamberton, MN. Member acknowledges and agrees that REC will retain sole ownership, possession and control of the Community Solar Array, and will have the exclusive right to maintain and operate the Community Solar Array.

1.3. During the Term of this Agreement, Member will receive the purchased kWh output for each solar panel as a credit, (Solar Panel kWh Output Credit), on the Member’s invoice for electricity provided by REC at the following address (the “Service Address”) which address must be located within REC’s service territory.

Street Address: _____

City: _____, Minnesota Zip: _____

REC's Service Location _____ (to be supplied by the utility).

Only metered residential and commercial accounts will be permitted to receive the Solar Panel kWh Output Credit. Non-metered and lighting accounts are not allowed to participate in the program. A License Agreement with a Member will be required for each specific location.

2. Consideration.

As consideration for the License granted to Member pursuant to this Agreement, the Member will:

2.1. Make Payment(s) to REC:

One-time payment of \$_____ for _____ panel(s).

Payments are due upon execution of this Agreement (the "License Fee"). Such License Fee will be made payable to REC.

2.2. Member acknowledges that REC, as owner of the Community Solar Array, retains all rights to all Renewable Energy Credits associated with each solar panel licensed pursuant to this Agreement for REC's sole use.

3. Term. This License will commence on the date of this Agreement, or on the in-service date of the solar panel(s) licensed hereby, whichever is later, and will continue until _____ or until the death of the Member, whichever occurs first, (the "Term"), subject, however, to early termination as provided in this Agreement.

4. REC's Obligations. REC agrees to:

4.1. Provide, at its cost, all necessary maintenance for the Community Solar Array. REC shall be responsible for ensuring that the Community Solar Array and each of its components meet all applicable codes, standards, and regulatory requirements at the time of installation and throughout the Term of this Agreement. In the event of equipment failure, REC will bring the equipment back to working order as quickly as is reasonably possible.

4.2. Acquire and maintain, at its sole cost, insurance for the Community Solar Array. REC will be listed as the sole loss payee for such insurance.

5. Solar Panel kWh Output Credits. The Solar Panel kWh Output Credit, based on the amount of electrical energy output purchased, will be calculated as follows:

5.1. The Solar Panel kWh Output Credit will remain associated with the specific location described in Section 1.3 of this Agreement regardless of occupancy or ownership changes at that location unless the Member, or Member's successor or assignee, requests a transfer of the Solar Panel kWh Output Credits to another approved address in accordance with Section 8 of this Agreement.

5.2. REC will calculate the Solar Panel kWh Output Credit by dividing the Net Power Output of the Community Solar Array by the number of solar panels in the array.

5.3. The actual electric production for the entire Community Solar Array will be recorded on a calendar month basis. The appropriate credit(s) will be applied to Member's bill the following month after that production.

5.4. In the event the applicable location account associated with this Agreement is removed and/or not in service, REC will make a reasonable attempt to contact the Member to determine another location account to which the Solar Panel kWh Output Credit(s) can be transferred. During this time, the electricity produced by these panels will be retained and utilized by the entire membership of REC. The credits associated with this production will be applied in a way deemed acceptable by REC.

6. Additional Acknowledgements. The parties further acknowledge and agree that:

6.1. Member will not have access to the Community Solar Array for any purpose, unless otherwise agreed to in advance by REC in its sole discretion.

6.2. Excess Solar Panel kWh Output Credit(s), at calendar year-end, will not be refunded, transferred or donated.

6.3. Except as expressly provided in Section 7 of this Agreement, Member may not assign, gift, bequeath or otherwise transfer any License for the output of a Solar Panel to any other individual or entity.

7. Transfer/Assignment. Subject to the provisions of this Section and with advance notice to REC, Member may elect to: (a) change the Service Address for which the Solar Panel kWh Output Credit(s) for one or more solar panels will apply, provided such Service Address is within REC's service territory, or (b) assign this Agreement and/or the License granted hereby to another individual or entity, provided such assignee's Service Address is located within REC's service territory. Member will notify REC of such change or assignment in writing at least 30 days prior to the effective date of such change, which notice will include:

1. Member's name and mailing address and additional contact information;
2. The current Service Address;
3. The new Service Address (if applicable);
4. The name of the individual or entity to whom Member is assigning this Agreement (if applicable);
5. Member's surrender of the applicable License; and
6. The effective date of such change or assignment.

Member may transfer/assign this Agreement and/or the License granted hereby two (2) times in any calendar year at no charge. An administration fee of \$25.00 will be charged for any transfer/assignment in excess of two (2) times in a calendar year. Upon assignment of any License, the Member will surrender all rights and interest in and to such License.

Member further acknowledges and agrees that such assignment does not extend the Term of the License. Failure to assign License in a timely manner could result in loss of credits. Credits earned with no assigned active REC member will be forfeited to REC.

9. Notice. All notices, requests, consents, and other communications required by this Agreement will be in writing and delivered in person by first class mail, postage prepaid, to the address stated above for the party to which it is intended and will be deemed delivered upon the earlier of (a) the date of actual receipt, or (b) three business days after being deposited in the mail, postage prepaid. Notice may also be given electronically by email addressed to the receiving party at the email address stated above.

10. No Partnership, Etc. Nothing in this Agreement shall be construed as creating any partnership, joint venture or other business relationship between the parties. The Member shall not, for any purpose, be considered to be an agent of REC.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

12. Governing Law/Jurisdiction/Venue. This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Minnesota, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Redwood County, Minnesota shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

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

Member name (please print)

Member signature

Redwood Electric Cooperative

Name: _____

Signature: _____