



## FALL RIVER RURAL ELECTRIC COOPERATIVE PARTICIPATION APPLICATION & AGREEMENT

Thank you for your interest in Fall River Rural Electric Cooperative's ("Cooperative") Cooperative Community Solar Program ("Program"). By completing this Application ("Application"), you have an opportunity to participate in and facilitate the success of the Program. You agree to be bound by the Program Terms and Conditions (collectively the "Agreement"). All bylaws, policies and guidelines of the Cooperative are hereby incorporated by this reference into the Agreement. This Application is specifically for participation in the Program's solar project ("Project") located at the Cooperative's Driggs office 1605 N Highway 33, Driggs, ID. 83422.

**Please begin by reading the entire document, including terms and conditions. Then, fill out the online application ([www.fallriverelectric.com/solar](http://www.fallriverelectric.com/solar)), or complete pages 1 - 2, and sign and mail the application to:**

Fall River Rural Electric Cooperative  
Cooperative Community Solar  
1150 N 3400 E  
Driggs, Idaho 83420

Or email to:  
[member.services@fallriverelectric.com](mailto:member.services@fallriverelectric.com)

### Participant Information (Please Print Clearly):

\* Denotes required information

#### Member Name\*

\_\_\_\_\_  
First Name (or Business Name) \*

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Membership Number\*

\_\_\_\_\_  
Fall River Account # for Bill Credits\*

#### Primary COOPERATIVE Service Address for Membership Number Above\*

\_\_\_\_\_  
Physical Address \*

\_\_\_\_\_  
Apt No.

\_\_\_\_\_  
City \*

\_\_\_\_\_  
State \*

\_\_\_\_\_  
Zip Code \*

Mailing Address (if different than above):

\_\_\_\_\_  
Number/Street Name or PO Box

\_\_\_\_\_  
Apt No.

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email address\*

\_\_\_\_\_  
Telephone Number

Account to be transferred to upon Termination of Participation\*: \_\_\_\_\_  
(For duration of the term; see section 7 of Terms and Conditions).

**Number of Units\* @ \$150.00 each:** \_\_\_\_\_

Note: If you would like to donate a Solar Unit to a low-income household, please fill out separate Solar Unit Donation form.

**Total Participation Fee\*: \$** \_\_\_\_\_

Note: Receipt of payment does not guarantee availability of Solar Units.

## Payment

Participation fees will be charged on your Fall River electric account, and due on the due date listed on the monthly bill. (Please include your Fall River membership or account number on checks for proper processing of your application.)

## Participant Acknowledgements, Authorizations and Warranties

Participant expressly acknowledges, agrees to, authorizes, understands, and warrants as follows:

- Participation is open to all Cooperative members in good standing, subject to limited availability, and maybe limited to a fixed number of units (per individual participant, and not to exceed 50 solar units per member). Participant warrants that it meets the Eligibility Requirements contained in Section 2 of the Terms and Conditions.
- Participant has full power and authority to sign this Agreement.
- Participant has not relied upon any information or advice from the Cooperative as to the prudence of Participant's participation in the Project or whether or not payment of the Participation Fee will make Participant eligible for any benefits including Federal or State tax credits or any other benefits available from Federal, State of Idaho or any other governmental agency. Participant understands that any questions or concerns about available tax credits, tax benefits, tax liability, incentives, and any other attributes of Participant's participation in the Project and Program, or any term or condition of this Agreement should be raised with Participant's tax or legal advisers or the appropriate governmental agencies.
- Participant acknowledges that Participant will receive confirmation of participation in the Project via email within 30 days of receipt of Application.
- Participant has received a complete copy of the TERMS and CONDITIONS of the Cooperative's Program.
- Participant has read, understands, accepts, and agrees to be bound by ALL TERMS and CONDITIONS of the Cooperative Program.
- Participant hereby releases and shall defend, indemnify, and hold harmless Cooperative, its successors and assigns, and the directors, officers, employees, and agents of COOPERATIVE and its successors and assigns from any and all claims, losses, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Participant.

Participant Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

# FALL RIVER RURAL ELECTRIC COOPERATIVE COOPERATIVE COMMUNITY SOLAR PROGRAM TERMS AND CONDITIONS

## Section 1. Definitions

- 1.1. "Account" means an active COOPERATIVE member electric service Account associated with a service address and metered service and COOPERATIVE Account number.
- 1.2. "Electric Bill" means a bill from COOPERATIVE for electric service that is metered and billed for the COOPERATIVE Account number specified on the Application or a successor Account number determined in accordance with the terms of this Agreement.
- 1.3. "Energy Credits" means a billing credit the Participant is eligible to receive on his/her electric bill based on the amount of electric energy produced by that portion of the Project selected by the Participant. See *Section 6.1*.
- 1.4. "Participation Fee" means the fee specified in Section 3 of this Agreement.
- 1.5. "Project" means the solar photovoltaic electricity generating facilities being developed by COOPERATIVE at the Driggs office.
- 1.6. "Force Majeure" means any act of God, labor disturbance, act of the public enemy, war, act of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond Cooperative's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- 1.7. "Participant" means the person specified as the Participant on the Application and who has received notification of acceptance into the Project, or a successor Participant designated in accordance with Section 7.
- 1.8. "Party" or "Parties" means either the Participant or COOPERATIVE or both collectively depending upon the context.
- 1.9. "Program" means the Cooperative Community Solar Program operated by COOPERATIVE.
- 1.10. "Service Address" means the real property located at the address specified on the Application, or a successor Service Address specified in accordance with the terms of this Agreement.
- 1.11. "Solar Unit" means an approximate 65.36 watt portion of the Project's electricity generating capacity.
- 1.12. "Term" means the period of 25 years after confirmation of participation by COOPERATIVE, during which, in the reasonable and sole determination of COOPERATIVE, the Project may continue to operate, through the use of commercially reasonable efforts but without the necessity of significant additional capital expenditures, based upon projected costs, economics and other factors determined by COOPERATIVE to be relevant at that time. Cooperative's exercise of such discretion shall bind all Participants.

## Section 2. Eligibility Requirements

Only COOPERATIVE members with metered residential or commercial electric service accounts in good standing (no arrears balance) will be permitted to enroll in the Project or to remain enrolled in the Project throughout the term. Non-metered and lighting accounts are not allowed to participate in the Program or Project. COOPERATIVE may terminate a Participant's participation in the Project at any time if COOPERATIVE determines the Participant no longer meets the Eligibility Requirements.

## Section 3. Participation Fee

Participant agrees to pay COOPERATIVE a Participation Fee of \$150.00 for each Solar Unit selected by Participant under the Program.

## Section 4. Term

Participation in the Project shall be effective upon confirmation of participation by COOPERATIVE on the date shown in the confirmation notice, which shall be emailed to the Participant and will continue for a period through September 30,

2046. Termination of the Program shall be in Cooperative's sole discretion and may be made for any or no reason.

#### **Section 5. Permissible Transfer of Solar Unit(s) Upon Termination of Participation**

Except as provided in this Section 6, and except as such amount is paid as described in Section 3, Participation Fee Participant's Solar Unit(s) shall be applied throughout the Term to the Participant's electric account at the COOPERATIVE account number and Service Address specified on the Application.

5.1. If Participant terminates the COOPERATIVE Account to which Cooperative Community Solar benefits have been assigned, for any reason, all prospective rights and benefits associated with Participant's Solar Units shall revert to COOPERATIVE, without payment by COOPERATIVE, unless Participant notifies COOPERATIVE within sixty (60) days of such termination with a request to transfer the Solar Units to:

5.1.1. The same Participant at a new COOPERATIVE Account; OR

5.1.2. To a successor Participant with a distinct COOPERATIVE Account that meets eligibility requirements specified in Section 2, and a fully executed Participant Application and Agreement. The successor Participant will receive all prospective rights and benefits associated with the assigned Solar Unit(s).

5.1.3. The Participant can request in writing within the 60 days of termination, that the Cooperative purchase the solar shares back on a prorated basis.

5.2. Except as provided in section 5.1.1, if successor Participant terminates his/her COOPERATIVE Account subsequent to any transfer made pursuant to Section 5.1.2 or 5.1.3, the Solar Unit(s) will be retained by COOPERATIVE or reassigned to Cooperative's Energy Assist program, at the sole discretion of COOPERATIVE, with no refund or other payment made to either the original Participant or the successor Participant.

#### **Section 6. Other Transfer or Pledge of Solar Unit(s)**

Participant may NOT pledge the Solar Unit(s) as security for any loan. Participant may not assign, gift, bequeath or otherwise transfer any Solar Unit(s) to any other individual or entity while the existing Participant's account is active. A non-member, or current member in good standing (no arrears balance) may purchase a Solar Unit in order to benefit a different member, who would then become a Participant in the program.

#### **Section 7. Ownership of Environmental Attributes**

7.1. COOPERATIVE retains ownership of environmental attributes of any kind, including renewable energy credits that may be associated with the Participant's Solar Unit(s), except as specified through separate agreements.

7.2. Participant may not certify or transfer any environmental attributes generated by the Cooperative Community Solar Project.

#### **Section 8. Disclaimer of Warranties**

Participant acknowledges that, except to the extent specifically stated herein, COOPERATIVE has NOT made any representation, warranty or promise with respect to any aspect of the performance, condition, value, risks, or likelihood of success of the Project, Program, or the Solar Units(s) for which the Participant has applied herein. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE SOLAR UNIT(S) ENROLLED IN BY THE PARTICIPANT ARE MADE AVAILABLE AS IS, WHERE IS, AND WITHOUT WARRANTY OF ANY KIND. ANY WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

#### **Section 9. No Effect on Electric Rates and Tariffs**

Nothing in this Agreement shall be deemed to alter or modify any rate, charge, or condition of service (including any policies, fees, charges, or assessments) established from time to time by COOPERATIVE for electric service. All such rates and charges shall remain subject to change at any time. Participant acknowledges and agrees that the Electric Bill to which the Annual Incentive Payment is associated with the Participant's Solar Unit(s), shall reflect those rates and charges established or changed from time to time by COOPERATIVE. Participation in the Program shall not give Participant any increased or augmented right to contest or otherwise affect the determination of any rates or charges by COOPERATIVE for electric services.

**Section 10. Ownership of the Project**

COOPERATIVE will have sole ownership, possession, and control of the Project, and will have the exclusive right and discretion to maintain and operate such Project. Participation in the Project does not and shall not be construed to convey 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 Project or its associated equipment or improvements, or any equipment of COOPERATIVE.

**Section 11. Access to Solar Equipment at the Project**

Participant will not have access to the solar electricity generating, interconnection, metering, data acquisition or other related solar equipment at the Project for any purpose, unless otherwise agreed to in writing in advance by COOPERATIVE. Such access may be withheld or granted in Cooperative's sole discretion.

**Section 12. No Refund of Participation Fee**

COOPERATIVE shall have no obligation to refund all or any portion of the Participation Fee at any time or for any reason.

**Section 13. Notice**

Except for COOPERATIVE confirmation of participation to Participants by email, all notices, requests, consents, and other communications under this Agreement will be in writing to the current mailing address for COOPERATIVE set forth above and the Participant's Service Address, or other mailing address designated by the member and documented in Cooperative's Customer Information System (CIS).

**Section 14. Binding Effect**

This Agreement shall bind and inure to the benefit of the Participant and COOPERATIVE and their permitted successors and assigns.

**Section 15. No Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the Participant and COOPERATIVE. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to this Agreement.

**Section 16. No Waiver**

Neither the Participant's, nor Cooperative's failure to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall constitute a waiver as to that matter or any other matter. If a party at any time waives its rights with respect to a default under this Agreement or any other matters arising in connection with this Agreement, the waiver shall not be effective unless it is set forth in a written notice signed by the waiving party. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.

**Section 17. Governing Law/Jurisdiction/Venue**

This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Idaho, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Fremont County, Idaho shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

**Section 18. 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.