

## 2010 Photovoltaic Incentive Application Form

### Utah's Solar Incentive Program

<b>CUSTOMER</b>		Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>	New construction: Yes <input type="checkbox"/>	No <input type="checkbox"/>	Meter#: _____
Company/Customer: _____ Contact Name (if different): _____						
Installation address: _____ City: _____ State: _____ Zip code: _____						
Mailing address (if different): _____ City: _____ State: _____ Zip code: _____						
County: _____ Phone: _____ Phone 2: _____ Email: _____						
<b>ELECTRICAL CONTRACTOR</b>						
Company name: _____ Contact: _____						
Address: _____ City: _____ State: _____ Zip code: _____						
Phone: _____ Phone 2: _____ Fax: _____ Email: _____						
License#: _____ Class: _____ Expiration date: _____						

<b>EQUIPMENT INFORMATION</b>	
<b>Photovoltaic module</b> Manufacturer: _____ Model: _____ Module warranty years: _____ Module CEC PTC rating (watts): _____ Equip. orientation in degrees (e.g. South 180°): _____ Tilt angle in degrees: _____ Quantity of modules in array: _____ Array location: Roof: ___ Ground: ___ Tracker: ___ Structure ___ Other _____	<b>Inverter</b> Manufacturer: _____ Model: _____ Inverter warranty years: _____ Voltage: _____ Rating (watts): _____ CEC efficiency @ 75% load (%): _____ Quantity of inverters: _____

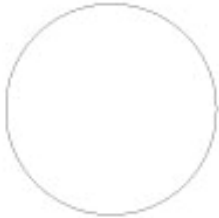
**The following to be completed by the installing electrical contractor:**

Estimated AC watt output [Module rated output <sup>1</sup> (DC watts) x no. of modules x inverter efficiency <sup>2</sup> (%) = estimated AC watts output]: _____	Incentive assignee name and address: _____ _____
Estimated energy production: _____ AC kWh/year	City: _____ State: _____ Zip code: _____
Service level: choose one <input type="checkbox"/> Single phase <input type="checkbox"/> Three Phase	Assignee Federal Tax ID or SS#: _____
Configuration: choose one <input type="checkbox"/> Islanding <input type="checkbox"/> Non-Islanding	

<sup>1</sup>Module CEC PTC rating  
<sup>2</sup>Inverter efficiency at CEC 75% load

<b>INCENTIVE CALCULATION</b>  Estimated AC watts output _____ x \$2.00/watt = \$ _____ total incentive Estimated PV System Installed Total Cost = \$ _____	<b>For Rocky Mountain Power use only:</b>  Tracking # _____ Date form received: _____ <b>TIME DATE STAMP BELOW</b>
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## Rocky Mountain Power PV System Site Sketch

	Customer:
	Contractor:
	Date:
	
<p>Indicate relative direction of True North in circle above. Provide sketch of PV equipment on building plan for structure mounted equipment or ground mount location relative to building. Include relative locations of array, inverter(s), ac disconnect, generation meter, and customer electrical service on sketch.</p> <p>Submit with Photovoltaic Incentive Application Form.</p>	

1. **PROPERTY RIGHTS:** Rocky Mountain Power (RMP) (RMP includes RMP's legal assigns and successors in interest), requires that the Customer who purchases the solar electric system (System) own the System, the real property, and improvements where the System will be located (Installation address). The Customer (Customer includes customer's legal assigns and successors in interest) hereby represents and warrants that he/she owns the property listed as the Installation Address in this form.
2. **SYSTEM OPERATION:** RMP has calculated the incentive amount that your System will be eligible to receive based upon the assumption that the System will operate continuously for a period of twenty (20) years from the date the System is inspected and approved. Customer agrees that it will not remove the System from service or the property during this time period without the prior consent of RMP, and such consent shall not be unreasonably withheld. In addition, if Customer determines to sell the property where the System is located during this time period, Customer will notify RMP prior to the sale so that RMP and Customer can work together to inform the new property owner about the System.
3. **INCENTIVE RESERVATION:** Funding for RMP incentives is limited and available on a first-come first-served basis based on submitted applications and written approval by RMP. RMP will reserve the estimated incentive amount set forth in this form until the annual deadline after RMP notifies the Customer that this application has been approved by RMP. If the System is not installed, inspected and approved by RMP by the annual deadline, the reserved incentives will immediately be withdrawn. In addition, if the Customer and the Electrical Contractor (herein referred to as the Parties) decide to make a material change to the System from the design submitted in the approved form prior to the annual deadline, the Customer will be required to submit a new application.
4. **INCENTIVE PAYMENT:** Customer agrees that the RMP incentives provided may vary from amounts listed in this form. RMP will pay incentive amounts directly to Customer within thirty (30) days after the installation is approved by RMP. Customer is advised to retain a copy of this application and any accompanying documentation submitted to RMP. RMP will not be responsible for any lost documentation related to this application.
5. **ENERGY INFORMATION RELEASE:** Customer authorizes RMP to access energy usage data for the project's specified electric accounts at the physical address of the project. Customer agrees to provide other reasonable assistance to RMP to obtain such information.
6. **INFORMATION RELEASE:** Customer agrees that RMP may include Customer's project identifier, location, RMP services, incentives and resulting energy generation in reports or other documentation provided to the RMP or PacifiCorp Energy or Pacific Power, the Utah Public Service Commission or similar organizations. RMP will treat all other information gathered as confidential and report it only in the aggregate unless otherwise ordered by a court of law.
7. **ASSIGNMENT:** The Parties agree that any incentives to be paid by RMP hereunder will be paid directly to the Customer unless the Customer assigns the incentive to the Electrical Contractor by executing Exhibit A of this Application.
8. **TAX LIABILITY:** The Parties agree that RMP is not responsible for any tax liability which may be imposed as a result of payment of any incentives. RMP is not providing tax advice, and any communication by RMP is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.
9. **ACCESS AND EVALUATION:** RMP may request access to the property where the System is installed in order to: (i) read or check on the operation of the meter(s), (ii) inspect and review the project during and after completion, and/or (iii) evaluate the operation of the System. Customer agrees to provide reasonable access to the property for the purposes as described herein. In addition, RMP may contact Customer from time to time via a telephone call or a mail to request meter information directly from Customer and Customer agrees to provide RMP meter information to RMP.
10. **DISCLAIMER OF WARRANTIES: CUSTOMER HEREBY ACKNOWLEDGES THAT RMP HAS NOT MADE ANY REPRESENTATIONS AND HAS SPECIFICALLY DISCLAIMED ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM TO BE INSTALLED OR THE ELECTRICAL CONTRACTOR, INCLUDING BUT NOT LIMITED TO THOSE CONCERNING ELECTRICAL CONTRACTOR'S EXPERIENCE, QUALIFICATION, OR BACKGROUND, THE AMOUNT OF ANY ENERGY SAVINGS, IF ANY, TO BE REALIZED BY CUSTOMER FROM USE OF THE SYSTEM, THE QUALITY OF SPECIFIC MATERIALS, COMPONENTS, OR WORKMANSHIP UTILIZED IN THE INSTALLATION, OR THE NATURE OF OR WHETHER BUILDING PERMIT(S) OR GOVERNMENTAL APPROVAL(S) MAY BE REQUIRED.**
11. **LIMITATION OF LIABILITY: THE PARTIES AGREE THAT RMP'S LIABILITY TO CUSTOMER IS LIMITED TO RECOVERY OF AMOUNTS DUE FOR THE INCENTIVE PAYMENT DESCRIBED AND THAT UNDER NO CIRCUMSTANCES WILL RMP BE LIABLE TO CUSTOMER OR ELECTRICAL CONTRACTOR FOR ANY FURTHER AMOUNT WHATSOEVER.**
12. **WAIVER OF CONSTRUCTION LIEN AGAINST CUSTOMER: ELECTRICAL CONTRACTOR HEREBY WAIVES ITS RIGHT TO PERFECT OR FORECLOSE ANY LIEN OR ENCUMBRANCE AGAINST CUSTOMER'S PROPERTY (INCLUDING WITHOUT LIMITATION CLAIMS OF CONSTRUCTION LIEN UNDER UTAH'S CONSTRUCTION LIEN LAW) FOR THE AMOUNT OF THE INCENTIVE PAYMENT DUE OR ALLEGED TO BE DUE TO ELECTRICAL CONTRACTOR BY RMP.**
13. **FACSIMILE/SCANNED SIGNATURES:** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to RMP as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of RMP, a Party shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.
14. **RENEWABLE ENERGY CERTIFICATES:** Renewable Energy Credits, or "RECs," are all renewable energy certificates, offsets, or other benefits allocated, assigned or otherwise awarded or certified to the Customer or RMP by any governmental authority in connection with the System, including credits, offsets or other benefits attributable to the System. RECs (as defined herein) may also be referred to as "green tags", "environmental attributes", "tradable renewable certificates" or otherwise. RECs do not include any energy, capacity, reliability or other power attributes associated with the generation of electricity, or any liabilities associated with such generation, and do not include any tax credits which may accrue as a result of implementing the System. "RECs" includes the non-energy environmental and/or social characteristics, credits, benefits, reductions, offsets, and/or allowances, howsoever entitled, attributable to the System, including without limitation any avoided emissions of substances to air, soil, or water, such as nitrous oxide (NOx), carbon monoxide (CO), mercury (Hg), carbon dioxide (CO2), methane (CH4), or other greenhouse gases (GHGs) designated by the United Nations Intergovernmental Panel on Climate Change, and any other pollutant that is now or may be in the future regulated and tradable, whether or not such legislation, regulation or trading program is ever implemented.
15. **OWNERSHIP OF RENEWABLE ENERGY CERTIFICATES:** In consideration for payment of the incentive, Customer hereby transfers to RMP a portion of the RECs (and any benefits derived from RECs) produced at Customer's System during the ensuing twenty years equal to the incentive payment as a percentage of total system costs as shown on page (1) one of this form and further described in this paragraph. Upon receipt of any such RECs, Customer shall promptly use all commercially reasonable efforts to execute all documents, including documents transferring such RECs to RMP, without further compensation in order to ensure such RECs are vested in RMP. The quantity of RECs attributable to Customer's installation shall equal the net energy generated at the system, as measured on the RMP side of the inverter. In order to document actual production of RECs, Customer is required to complete and submit the Attestation Form by March 1 of the following year. [The portion of total RECs transferred to Rocky Mountain Power shall be in the same proportion as RMP's total incentive payment to the Estimated PV System Installed Total Cost (as shown on page 1 of this form) with such costs being those allocated to the equipment and installation costs up to the size caps (in kW) specified in the version of Utah Schedule 107 on file with the Utah Public Service Commission at the time the project application was approved by RMP ("percentage ownership").

**Signatures**

I, the undersigned, as Customer certify that (i) the information on this is true and correct, and (ii) I have read, understand, and agree to the terms and conditions of this agreement.

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Customer *(printed name)*

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Signature

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Date

I, the undersigned, certify that the information on this form is true and correct. I acknowledge and agree that the Estimated PV System Installed Total Cost to Customer quoted on page one (1) is the entire amount Customer is obligated to pay, and that if the System design changes, a new form must be completed and submitted to Rocky Mountain Power. I have read, understand and agree to the terms and conditions of this agreement.

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Electrical Contractor *(printed name)*

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Signature

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Date

**Application Approval**

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Rocky Mountain Power Solar Incentive Program Representative *(printed name)*

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Signature

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Date

**Notes:**

**EXHIBIT A****Assignment of Incentive to a Third Party**

The undersigned Customer hereby assigns all of its right, title and interest in the Incentive, subject to the terms and conditions of the Solar Incentive Program Application dated \_\_\_\_\_, to the following:

NAME: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TIN or SSN (required): \_\_\_\_\_

**NOTWITHSTANDING SUCH ASSIGNMENT, RESPONSIBILITY FOR COMPLYING WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO BE THE OBLIGATION OF CUSTOMER, AND ROCKY MOUNTAIN POWER'S SOLE OBLIGATION UNDER THIS AGREEMENT SHALL BE TO CUSTOMER. ACCORDINGLY, THE ASSIGNEE SHALL HAVE NO RIGHTS AGAINST ROCKY MOUNTAIN POWER WITH RESPECT TO SUCH ASSIGNMENT OR THE PAYMENT OF THE INCENTIVE, AND IN THE EVENT THAT ROCKY MOUNTAIN POWER DOES NOT PAY THE INCENTIVE AS A RESULT OF THE CUSTOMER'S FAILURE TO COMPLY WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, THE ASSIGNEE'S SOLE RECOURSE SHALL BE AGAINST CUSTOMER. CUSTOMER DIRECTS ROCKY MOUNTAIN POWER TO PAY ANY INCENTIVE TO WHICH IT IS ENTITLED TO THE ASSIGNEE, AND CUSTOMER WAIVES ALL RIGHTS TO DIRECTLY RECEIVE ROCKY MOUNTAIN POWER INCENTIVES FOR INSTALLED EQUIPMENT SPECIFIED IN THIS AGREEMENT.**

Executed on this \_\_\_\_\_ of \_\_\_\_\_ (year) \_\_\_\_\_

Customer:

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

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

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

*(This Exhibit only needs to be completed if Customer wants to assign the Incentive payment to a third party.)*