



COMMUNITY SOLAR SUBSCRIPTION AND CREDIT AGREEMENT

This Community Solar Subscription and Credit Agreement ("Agreement") is made and entered by Thumb Electric Cooperative, ("Cooperative"), a Michigan nonprofit corporation and _____ ("Member") Membership# _____ and Account# _____; each hereinafter sometimes referred to individually as "Party" or referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Agreement. Thumb Electric has developed the TEC Community Solar array for the benefit of its members. Under Cooperative's Community Solar Tariff, qualifying Cooperative members may subscribe to the energy output of the solar panels by paying a one-time upfront charge or by paying the upfront charge monthly, over five years. This Agreement sets forth the terms and conditions of Member's subscription of solar energy output from TEC Community Solar array and the operation of the Solar Energy Output Credit in accordance with the Cooperative's Community Solar Tariff.

2. Application Form. Member has submitted a TEC Community Solar Subscription and Credit form to Cooperative, and Cooperative has accepted that application and has provided an approval form to Member. The Application Form and approval form are attached as Exhibit A and incorporated as part of this Agreement by reference.

3. Operation of Subscription and Credit. In accordance with the Cooperative's Community Solar Tariff and Member's subscription commitment, Member shall pay, per panel, \$750 upfront or \$12.50 per month, over five years.

After Commitment to the subscription amount, during the Term, Member will receive the Solar Energy Output Credit as a credit on the Member's monthly billing statements for electricity provided by the Cooperative at the Member's address, in the manner provided in Section 6 below. While Member is subscribing solar energy from the TEC Community Solar array, Member acknowledges and agrees that Cooperative retains sole ownership, possession, and control of each solar panel in the TEC Community Solar array and has the exclusive right to maintain and operate the solar array and its panels.

4. Term. This Agreement shall run from the Effective Date for a period of 15 years, unless Cooperative requests to repurchase the subscription; Member requests early termination; or Member dies, no longer remains a member of Cooperative, does not make three consecutive monthly subscription payments, or otherwise transfers membership. Upon death or termination of membership, this Agreement expires upon the occurrence. Refund is governed by Section 7.

5. Effective Date. The Effective Date of this Agreement shall be the first day of the calendar month after the full execution of this Agreement.



Thumb Electric Cooperative

2231 Main Street, Ubly, MI 48475

1-989-658-8571 • tec@tecmi.coop

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6. Solar Energy Output Credit. The Solar Energy Output Credit shall be applied to the Member's monthly billing statement as follows:

- a. Unless the Member transfers the Solar Energy Output Credit to another approved address as set forth in Section 8 below, the Credit shall remain associated with the service address set forth in the Approval Form.
- b. The Member shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member, which may change from time to time, for all energy delivered to the Member by the Cooperative.
- c. Subject to the Tariff, the Member shall be credited \$0.0750 per kWh for the Member's share of the monthly solar energy output of the TEC Community Solar array (inclusive of associated renewable energy attributes, including, but not limited to, Renewable Energy Credits) delivered by Cooperative, in the month following the solar output.
- d. Upon termination of this Agreement, Cooperative will refund the subscribed solar energy as calculated in Section 7.

7. Refunded Subscriptions.

Upon early termination of this Agreement, at the request of the Cooperative: Member agrees that, at any time and in the Cooperative's sole and absolute discretion, Cooperative may elect to repurchase the solar energy subscription and Member will sell such subscription. Upon Cooperative's notice of repurchase to Member, Cooperative will repurchase the subscription within 30 days, for the refund price calculated herein.

Upon early termination of this Agreement, at the request of the Member, for failure to make three consecutive monthly subscription payments, or upon death or termination of membership: Member may terminate this Agreement at any time and be eligible for refund, as calculated herein. Member is also eligible for refund if Member dies or otherwise terminates membership.

Calculation of Refund Price: Unless the Member fails to make three consecutive monthly subscription payments the refund price is calculated as follows: Member's amount paid for solar energy subscription reduced by the amount of Solar Energy Output Credit paid to the Member as of the date of termination. If the member fails to make three consecutive monthly subscription payments, the refund price, calculated herein, is reduced by a \$100 default fee.

Once the refund price has been paid to the Member, Cooperative will not have any further obligations to Member with regard to this Agreement or related Solar Energy Output Credit.

8. Transfer Limited. The Parties further agree and acknowledge that except for transfers within the Cooperative's service territory, such that the Member remains a member of the Cooperative, transfer of the Solar Energy Output Credit is not permitted to any other person or entity, by any means.



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9. **Not an Investment.** This voluntary program is not designed to reduce participants' electric bills. Rather, it offers an opportunity to voluntarily participate in a program that generates clean, renewable energy, therefore reducing greenhouse gas emissions by displacing fossil-fueled generation. The subscription charges will add to participants' monthly electric bills and the Solar Energy Output Credits will reduce the participants' monthly electric bills. Although the value of the Solar Energy Output credit may increase over the life of the Community Solar Program, **there should be no expectation (and there is no guarantee) that the value will be greater than the subscription payment and participants should not enroll in this program with any expectation of profit or financial gain.**

10. **Entire Agreement.** This Agreement and the documents attached hereto constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. Other than any previous interconnection agreement between the Parties, this Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

11. **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 Michigan. The Parties acknowledge and agree that a court of competent jurisdiction located in Huron County, Michigan shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]



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AGREED TO BY:

Member			
Signature:	_____	Spouse's Signature:	_____
Printed Name:	_____	Spouse's Printed Name:	_____
Date:	_____	Date:	_____
Service Address:	_____		
City:	_____		
State:	_____		
Membership #:	_____		

Thumb Electric Cooperative	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____



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**EXHIBIT A
TEC COMMUNITY SOLAR SUBSCRIPTION AND CREDIT FORM**

Community Solar Subscription Type	\$12.50/month for 5 years – Monthly Pay	\$750 Pay-In-Full
Number of Panels Subscribed to		
Subscription Cost Per Panel	\$12.50 per month (for 5 years)	\$750
Total (Quantity X Cost)		
Payment Method	Bill to Electric Account _____	Paid in Full Check # _____