



## Member Agreement RushShelby Energy Community Solar

This Community Solar Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between RushShelby Energy ("Cooperative"), whose mailing address is P.O. Box 55, Manilla, IN 46150-0055 and the member of the Cooperative identified as follows ("Member"):

Member Name(s): \_\_\_\_\_

Account Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address (if different):

\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Allocated Production Requested (# of panels): \_\_\_\_\_

### Payment Choice:

☐ Monthly

### 1. Community Solar Participation

Member agrees to participate and Cooperative hereby agrees to provide to Member through its RushShelby Energy "My Solar" Community Solar facility Production Charge (as defined below) on Member's bills for the Service Address noted above (the "Service Address"). Production will be equal to the output of each solar panel allocated to a Member from the total production of the "My Solar" Community Solar. "My Solar" Community Solar is comprised of 10,000 kW of solar dispersed across ten sites throughout southern Indiana including the solar array along I-70. No one residential service may exceed the purchase of 12 panels of the Solar Array output.



## 2. Consideration

The monthly rate can be cancelled at any time. However, a member cannot reinstate a cancelled rate until the beginning of the next calendar year.

## 3. Term

Members who sign up for the monthly payment option shall have an effective term of 10 years, effective beginning on the date of this Agreement. Additionally, the Cooperative may cancel this program at any time.

## 4. Solar Energy Billing

### **Monthly Rate**

During the Term and commencing the billing cycle following the date of execution of this Contract, a participating Member will receive a Production Charge (calculated as provided below) for Member's Allocated Production as a charge on the monthly invoice for electric service provided by Cooperative at the Service Address. The Production Charge for Member's Allocated Production applied to each monthly invoice will be determined as follows: (i) the Solar Facility's total kWh output for the prior calendar month, (ii) divided by the total number of solar panels at the Solar Arrays; (iii) multiplied by the number of solar panels at the Solar Array allocated to Member hereunder, (iv) multiplied by \$0.01/kWh.

## 5. Additional Terms

The parties further acknowledge and agree that:

- 5.1 Member will not have access to the Solar Array for any purpose. Member will have no ownership, possessory right, access to, or control of any part or portion of the Solar Array or its component parts or facilities. A member will have no rights or obligations with respect to the maintenance or operation of the Solar Array. This Agreement does not convey to Member any right, title or interest in or to any portion of any property (real or personal) above or below ground that comprises any portion of the Solar Array, including but not limited to any solar panels.



5.2 Member is not relying on any representation, warranty or promise with respect to the Solar Array made by or on behalf of Cooperative, except to the extent specifically stated in this Agreement. Member acknowledges and agrees that the Solar Array is being used as is, where is, and without warranty. ANY WARRANTIES EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3 Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Cooperative to Member or to modify in any way Member's right and obligations as a member of Cooperative. All of the Cooperative's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time as well as Board policy from time to time.

## **6. Notices**

All notices, requests, consents, and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and unless agreed otherwise, will be deemed delivered upon mailing.

## **7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or 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 the parties or a duly authorized representative of the parties.

## **8. Governing Law/Jurisdiction/Venue**

This Agreement shall be deemed to have been made within, and shall be construed under the laws of, the State of Indiana, without regard to the principles of conflicts of laws thereof. All parties agree to submit to the jurisdiction of the courts and laws of the State of Indiana. The parties acknowledge and agree that a court of competent



jurisdiction located in Rush, Shelby, Bartholomew, Decatur, Fayette, Franklin, Hancock, Henry and Johnson counties in Indiana shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement. In litigation, the prevailing party is entitled to have its attorney fees paid by the non-prevailing party.

This agreement shall be binding on the heirs and successors of the parties hereto.

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

**RushShelby Energy Member**

Signature: \_\_\_\_\_

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

**RushShelby Energy**

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

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

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