

# Solar Power Purchase Agreement

## 1. Parties

The parties to this **Solar Power Purchase Agreement** (shall be referred as "**SPPA**" hereinafter) are as follows,

The "**Provider**"

and

The "**Customer**"

**WHEREAS** the Provider is a solar services provider, owns, operates and maintains the photovoltaic systems, and functions as the project coordinator, arranging the financing, design, permitting, and construction of the solar power systems,

**WHEREAS** the Customer is a homeowner aims to supply all or apart of its energy need through solar power to the home at

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**NOW THEREFORE**, the Provider and the Customer agree on installation of solar power system on the Customer's home under the terms and conditions set forth below;

## 2. Subject of the Agreement

This SPPA sets forth the terms and conditions under which the Provider agrees to sell and deliver solar power and related environmental attributes to the Customer, and the Customer agrees to purchase and take delivery of such solar power and related environmental attributes from the Provider. The parties acknowledge and agree that the purchase and sale of solar power under this Agreement is subject to applicable laws and regulations, including but not limited to those related to renewable energy credits, carbon offset credits, and any other environmental attributes associated with the solar power.

### 3. Term and Termination of the Agreement

This Agreement shall commence on the effective date of the last signature below and shall continue for an initial term of \_\_\_\_\_ years (the "**Initial Term**"), unless earlier terminated as provided herein.

This Agreement may be terminated by either party upon the occurrence of any of the following events:

- **Mutual Agreement** - The parties may terminate this SPPA by mutual agreement in writing.
- **Breach** - Either party may terminate this SPPA if the other party materially breaches any of its obligations under this SPPA and fails to cure such breach within \_\_\_\_\_ days after receiving written notice of such breach from the non-breaching party.
- **Force Majeure** - Either party may terminate this SPPA upon written notice to the other party if the performance of this SPPA is prevented, in whole or in part, by an event of force majeure for a continuous period of 30 days or more.
- **Insolvency** - Either party may terminate this SPPA upon written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, or has a receiver or trustee appointed for a substantial part of its assets.

Upon termination of this SPPA, the parties shall have no further obligations to each other, except for those obligations that expressly survive termination, including but not limited to the confidentiality, governing law, and dispute resolution provisions.

### 4. Price and Payment

The price for the solar power sold and delivered by Provider to Customer under this SPPA shall be \_\_\_\_\_. This amount is valid for the installation and entire solar energy to be provided during the contract period. The price shall remain fixed for the Initial Term of this SPPA.

The Provider shall invoice Customer monthly for the cost of installation and solar power delivered to Customer during the preceding calendar month. The Customer shall pay each invoice within 7 days of the date of the invoice.

If the Customer fails to pay any amount under this SPPA when due, the Provider may charge interest on the outstanding amount at the rate of \_\_\_\_\_ % per month, or the maximum rate allowed by law, whichever is less.

## 5. Insurance

The Provider shall maintain, at its own expense, comprehensive general liability insurance with a limit of not less than \_\_\_\_\_ for bodily injury and property damage, including coverage for products liability, completed operations, and contractual liability.

The Provider shall also maintain, at its own expense, property insurance covering the solar panels and associated equipment for physical loss or damage, including but not limited to fire, theft, and vandalism, with a limit of not less than \_\_\_\_\_.

In the event of any loss or damage to the solar panels or associated equipment, the Provider shall promptly repair or replace such equipment at its own expense. The Provider shall indemnify and hold harmless the Customer from any and all claims, damages, losses, and expenses arising out of or in connection with the Provider's performance under this SPPA, except to the extent such claims, damages, losses, and expenses are caused by the Customer's negligence or willful misconduct.

## 6. Confidentiality

The parties know and accept that, in the course of performing their respective obligations under this SPPA, each party may receive or have access to confidential or proprietary information of the other party, including but not limited to technical, financial, business or operational information ("**Confidential Information**"). The parties agree to maintain the confidentiality of all such Confidential Information and to use such Confidential Information only for purposes of performing their respective duty and obligations under this SPPA. The parties agree to exercise the same degree of care in safeguarding the Confidential Information of the other party as they use to protect their own confidential and proprietary information. The parties agree not to disclose, sell, transfer or otherwise provide access to any Confidential Information of the other party to any third party without the prior written consent of the disclosing party, except as may be required by law, regulation or court decision, in which case the disclosing party shall give prompt notice to the other party of such requirement. The obligations of confidentiality set forth in this clause shall survive the expiration or termination of this Agreement for an indefinite term.

## 7. Notices

Any notice, demand, request, or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received on the date of delivery if delivered by hand, or on the third business day after the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid.

Notices shall be addressed to the parties at their respective addresses set forth above, in the first page of this SPPA.

## 8. Assignment

Neither party shall assign or transfer any of its rights or obligations under this SPPA without the prior written consent of the other party, except as otherwise provided in this clause. Any attempted assignment or transfer of this Agreement in violation of this clause shall be void and of no force or effect.

## 9. Taxes and Governmental Fees

In addition to the price for the installation and solar power, the Customer shall also pay the Provider for any applicable taxes, duties, levies, or other charges imposed by any governmental authority related to the sale or delivery of the solar power under this SPPA.

## 10. Force Majeure

For purposes of this SPPA, force majeure means any event beyond the control of the party affected, including but not limited to acts of God, acts of government, acts of war or terrorism, fire, flood, hurricane, earthquake, explosion, epidemic, strike, lockout, or other industrial disturbance, failure or delay of transportation, power or communication systems, or any other similar cause beyond the control of the party affected.

Neither party shall be liable for any delay or failure in performance of its obligations under this SPPA to the extent such delay or failure is caused by a force majeure event. The party affected by a force majeure event shall promptly notify the other party of the occurrence of such event and the expected duration of the delay or disruption caused by such event. During the period of such delay or disruption, the party affected by the force majeure event shall be excused from performance of its obligations under this Agreement to the extent such performance is prevented by the force majeure event.

If the force majeure event continues for a period of more than 30 days as stated in the Article 3 of this SPPA, either party may terminate this Agreement upon written notice to the other party, without liability to the terminating party other than for any obligations accrued prior to the date of termination.

## 11. Non Waiver

No failure or delay by either party in exercising any right, power, or privilege under this SPPA shall operate as a waiver thereof.

Any waiver of any provision of this Agreement shall be effective only if it is in writing and signed by the party waiving its rights under such provision. Any such waiver shall be limited to the specific provision waived and shall not be deemed to be a waiver of any other provision of this SPPA, nor shall such waiver be deemed to be a continuing waiver of such provision.

## 12. Governing Law and Dispute Resolution

This SPPA shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

Any dispute, controversy, or claim arising out of or relating to this SPPA, or the breach, termination, or validity thereof, shall be resolved by arbitration administered by the \_\_\_\_\_ in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration shall be conducted in \_\_\_\_\_, and the language of the arbitration shall be English. The parties agree to keep confidential all matters relating to the arbitration, including the existence of the arbitration and any awards, except as may be required by law or to enforce any award.

**The Provider**

**Date**

**Signature**

\_\_\_\_\_

**The Customer**

**Date**

**Signature**

\_\_\_\_\_



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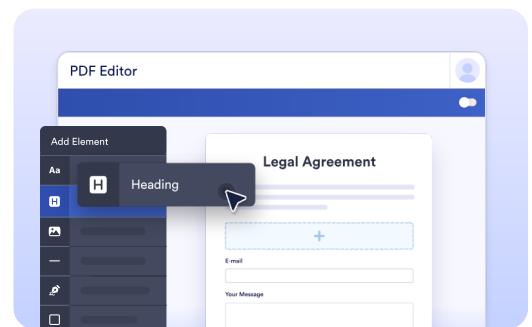
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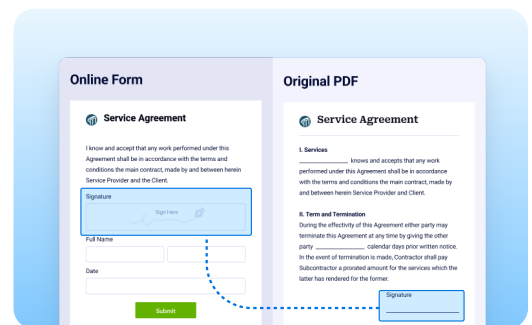
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