



Heart Butte Community Solar Project Participation Application

Thank you for your interest in the Glacier Electric Cooperative Heart Butte Community Solar Project (“Program”). By completing this application, you are investing in your energy future. You agree to be bound by the Program Terms and Conditions (collectively the “Agreement”). All bylaws, policies, and guidelines of the Glacier Electric Cooperative incorporated by reference into the agreement. Your home must be located within the Heart Butte Community. *Members who already receive the WAPA bill credit are not eligible for the Heart Butte Community Solar Program.*

Please Complete pages 1 and 2, sign and mail the application to:

Glacier Electric Cooperative
Attn: Member Services
410 East Main Street
Cut Bank, MT 59427

Member Name _____ Account Number _____

Physical Address _____

Mailing Address _____ City _____

State _____ Zip _____ Phone number _____

Participation Acknowledgements, Authorizations and Warranties:

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

A. Participation is open to all Glacier Electric Cooperative members who live in the Heart Butte Community, on a first-come basis. Member is not purchasing a solar panel, but rather the equivalent electrical output of the Heart Butte Community Solar Panels. Participants must meet the eligibility requirements contained in the Terms and Conditions.

B. Member has full power and authority to sign this Agreement.

C. Member has not relied upon any information or advice from Glacier Electric Cooperative as to the prudence of Member's participation in the Project. Under current law, the purchase of the equivalent output of one panel will not make the Member eligible for tax credits or incentives available from the state of Montana or any other governmental agency. Member understands that any questions or concerns about available tax credits, tax benefits, tax liability, incentives, or any other attributes of Member's participation in the Project and the Program, or any term or condition of this Agreement should be raised with the Member's tax or legal advisors or the appropriate governmental agencies. All financial and production figures contained in any of the materials relating to participation in the Program are estimates only. Many factors contribute to panel output and financial return over the life of the contract, including but not limited to: panel performance year over year, weather, unforeseeable changes in state or federal law, and prevailing energy prices.

D. Member has reviewed a complete copy of the TERMS and CONDITIONS of the Glacier Electric Cooperative's Heart Butte Community Solar Project.

E. Member has read, understands, accepts, and agrees to be bound by all TERMS and CONDITIONS of the Glacier Electric Cooperative's Solar Project.

Print Name _____

Member Signature _____ Date _____

For office use only

Date Received: _____

Employee Initials: _____

PARTICIPATION APPLICATION & AGREEMENT TERMS AND CONDITIONS

1. Eligibility.

Only members of Glacier Electric Cooperative, Inc. (“GEC”) with metered residential or accounts in good standing will be permitted to participate in the project. Members who receive the WAPA credit are not eligible to participate in the Heart Butte Community Solar Program (“HBCSP”). The residence must be located within the Heart Butte Community, as described on the Heart Butte Community map available for viewing on GEC’s website

2. Term.

Participation in the Program will commence on the first of January and will end December 31st of that same year, subject, however, to early termination as provided in this Agreement. Member understands that GEC intends to rotate participation in the Program yearly among its members in the Heart Butte Community and that GEC’s acceptance of this application by Member shall not create an entitlement to participate in the Heart Butte Community Solar Program for more than the single calendar year for which Member has been accepted. Any member within the Heart Butte Community is free to apply for successive years with the understanding that it is GEC’s intent to rotate participation amongst such members to the fullest extent practicable.

3. Solar Credits.

The Solar Credit, based on the amount of electrical energy output, will be calculated as follows:

3.1. The Solar Credit(s) will remain associated with the Service Address of this Agreement regardless of occupancy or ownership changes at that location unless the Member, or Member’s successor or assignee, requests a transfer of the Solar Credit(s) to another approved address in accordance with Section 7 of this Agreement.

3.2. GEC will calculate the Solar Credit by dividing the total solar panel kWh output (“Total Power Output”) of the HBCSP by the number of participating households.

3.3. The actual electric production for the entire HBCSP will be recorded on a calendar month basis. The appropriate credit(s) will be applied to Member’s bill the following month after that production. GEC agrees to maintain and make available, upon request, its records relating to the actual electrical production for the entire HBCSP.

3.4. In the event the applicable location account associated with this Agreement is removed and/or not in service, GEC will make a reasonable attempt to contact the Member to determine another location account to which the Solar Credit(s) can be transferred. During this time, the electricity produced by these panels will be retained and utilized by the entire membership of GEC. The credits associated with this production will be applied in a way deemed acceptable by GEC.

4. Additional Acknowledgements.

The parties further acknowledge and agree that:

4.1. Member will not have access to the HBCSP for any purpose, unless otherwise agreed to in advance by GEC in its sole discretion.

4.2. Any Excess Solar Credit(s), at December 31st annually, will not be refunded, transferred or donated.

4.3. Except as expressly provided in Section 6 of this Agreement, Member may not assign, gift, bequeath or otherwise transfer any Solar Credit(s) to any other individual or entity.

5. Transfer/Assignment.

The Solar Credit(s) shall be applied throughout the Term of one year to the Member's electric account at the GEC account number and the Service Address specified on the Application.

5.1. If the Member terminates the GEC Account to which the Solar Credit(s) has been assigned, all prospective rights and benefits associated with Member's Solar Credit(s) shall revert to GEC, without payment, unless Member notifies GEC within thirty (30) days of such termination with a request to transfer the Solar Credit(s) to:

5.1.1. The same Member at a new GEC Account in the Heart Butte Community.

5.2. In the event of a Member's death, such license may be transferred by the Personal Representative to any individual subsequently receiving the place of use through bequest, pursuant to the terms of a trust or through a purchase of the place of use or may be separately transferred by the Personal Representative pursuant to the provisions of Paragraph 5.1.1

5.3. No partial transfer/assignment is permitted. Upon assignment of any Solar Credit(s), the Member will surrender all rights and interest in and to such Solar Credit(s). Member further acknowledges and agrees that such assignment does not extend the Term of the Agreement.

6. Default.

It is understood and agreed that time is of the essence of this Agreement. If the Member shall default or fail to perform fully and promptly any of the terms of this Agreement, and such default or failure shall continue for a period of thirty (30) days after written notice to the Member, without being completely remedied, satisfied and discharged, GEC may, at its option and without further notice, declare this Agreement to be forfeited and all rights, privileges and interest of the Member shall be null, void, and at an end and all sums previously paid shall be forfeited to GEC. In such event, GEC shall be the owner of such Solar Credits and all prospective rights and benefits associated with the Member's Solar Credits shall revert back to GEC who shall have the right to transfer the Solar Credits to another eligible Member.

7. Notice.

All notices, requests, consents, and other communications required by this Agreement will be in writing and delivered by first class mail, postage prepaid, to the address stated above for the party to which it is intended and will be deemed delivered as of the date of mailing in the United States mail, postage prepaid.

8. No Partnership, Etc.

Nothing in this Agreement shall be construed as creating any partnership, joint venture or other business relationship between the parties. The Member shall not, for any purpose, be considered to be an agent of GEC.

9. Force Majeure.

9.1. If, in the case of Force Majeure, a party to this Agreement shall be unable to fulfill its contractual obligations, this shall not be considered a breach of contract.

9.2. Force Majeure shall be defined as the failure or delay in the performance of this Agreement due to unforeseeable factors beyond a party's reasonable control, including without limitation, any war, labor disturbance, fire, accident, earthquake or other casualty, interruption of operation, shortage of raw materials, strike, legislation and acts of the authorities or any act of God or the public enemy.

10. 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.

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 Montana, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Pondera County, Montana shall have exclusive jurisdiction and venue in any action or proceeding arising under or relating to this Agreement.