



## Residential Community Solar Service Agreement

This Residential Community Solar Service Agreement ("Agreement") applies to any residential Customer ("You" or "Your") of the Omaha Public Power District ("OPPD", "We", "Our" or "Us") who participates in the OPPD Community Solar Program ("Program") pursuant to OPPD Rate Schedule No. 500: Community Solar-Rate Rider ("Schedule No. 500").:

1. By enrolling in the Program pursuant to Schedule No. 500, and being accepted for the Program by OPPD, You agree to be bound by this Agreement.
2. You agree to comply with Schedule No. 500 and the OPPD Service Regulations. Unless otherwise noted, capitalized terms used herein shall have the meaning defined in Schedule No. 500.
3. You have enrolled in the Program for the Subscription Level of Community Solar Shares set forth on Your enrollment form. You agree to pay OPPD monthly a Community Solar Charge for Your Community Solar Shares as invoiced by OPPD. You further agree that We will charge You a refundable enrollment deposit of \$100 in order to participate in the Program, and You agree to pay that deposit. The deposit cannot be applied against Your electric service bill, except as provided in the following sentence. If You participate in the Program for five (5) consecutive years, We will refund the deposit, by applying it as a credit on your OPPD electric service account. After the completion of the consecutive five (5) year period, You will continue to pay OPPD a Community Solar Charge for Your Community Solar Shares as invoiced by OPPD, unless You provide written notice to Us of your withdrawal from the Program. If You do not participate in the Program for five (5) consecutive years, You will forfeit Your \$100 deposit, unless You no longer are an OPPD customer or OPPD approves a hardship exception. Examples of hardship include but are not limited to death, military deployment, and loss of residence due to natural disaster (fire, flood, and tornado).
4. In February of each year, in accordance with Schedule No. 500, OPPD will adjust the Community Solar Charge for Community Solar Shares based on the Market Based Value of Solar, and will post the new Charge on its website. In March of each year, after OPPD posts the new Community Solar Charge, You may notify OPPD in writing that You wish to change the amount of Your Community Solar Shares, and OPPD will then charge You, and You will pay, on a monthly basis, the applicable Community Solar Charge for the revised amount of Your Community Solar Shares. Absent such notice to OPPD, You will continue to pay for Your Community Solar Shares at the established Community Solar Charge until the next annual adjustment.
5. You will continue to be bound by this Agreement if You relocate to another service address within the OPPD service territory.
6. You may not assign this Agreement, or any rights or obligations under the Agreement, to any other person without written Consent from OPPD.
7. Notices required under this Agreement must be in writing and mailed to OPPD at 444 S. 16<sup>th</sup> Street Mall, Customer Care (E/AR/EP2), Omaha, NE 68102.
8. This Agreement shall be governed by the law of the State of Nebraska.