



HELPS
Home Energy Loss
Prevention Services

HELPS SOLAR THERMAL and MuniSolar
SOLAR THERMAL REBATE CUSTOMER AGREEMENT

COVER SHEET

This *Solar Thermal Rebate Customer Agreement* ("Agreement") is made as of the following date: _____.

The Parties to this Agreement are the following Customer and Municipal Utility:

Customer ("Customer")

Name: _____

Street: _____

City: _____ Zip: _____

Email: _____

Electric Account Number: _____

System Representative:
(Homeowner or Installer)

Company: _____

Street: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Installer:

Company: _____

Street: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Municipal Utility ("Municipal Utility")

Name: _____

Street: _____

City: _____ Zip: _____

Vendor:

Company: _____

Street: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Project Information:

System Owner: _____

System Name: _____

Manufacturer: _____

Number of Collectors: _____

Model No.: _____

Rated Output: _____

Array Surface Area: _____

SRCC Collector Performance: _____

Storage System: _____

Storage Capacity: _____

Maximum Rated Output: _____

Estimated Annual kWh saved: _____

Array Type: _____

Array Location: _____

Azimuth: _____

Inclination or Tilt: _____

Project Completion Date: _____

Average Hours per day in Shade: _____

Rebate Information:

Approved Amount: _____

Assigned to: Vendor Installer

(If not checked, rebate paid to Customer)

The Parties hereby agree that the following documents are incorporated herein:

1. General Terms and Conditions
2. Attachment A – Minimum Insurance Requirements
3. Attachment B – Minimum Technical Requirements
4. Attachment C – Project Completion Form
5. HELPS Solar Thermal Rebate Application Form
6. The Program Manual
7. Any additional information submitted by Customer.

The person signing this form on behalf of Customer hereby acknowledges that he or she

1. is a duly authorized representative of the Customer;
2. accepts the Rebate offer on behalf of Customer: and
3. Has read and understands all of the terms and conditions of the Customer Agreement, and specifically agrees to be bound by its contents, including all the requirements that must be completed in order to receive the Rebate Payment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

Customer:

Municipal Utility:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GENERAL TERMS AND CONDITIONS

1. Definitions

- 1.1 HELPS means Home Energy Loss Prevention Service. HELPS is a program administered by Massachusetts Municipal Wholesale Electric Company (“MMWEC”) which among other things makes rebates available to customers of participating municipal utilities. Municipal Utility participates in the HELPS program.
- 1.2 Installer means the Installer or Installers identified on the Cover Sheet.
- 1.3 Solar Thermal Project means the Solar Thermal Project described on the Cover Sheet.
- 1.4 Minimum Insurance Requirements means the insurance requirements set forth in Attachment A.
- 1.5 Minimum Technical Requirements means the technical requirements set forth in Attachment B.
- 1.6 MMWEC means Massachusetts Municipal Wholesale Electric Company, a political subdivision of the Commonwealth of Massachusetts, which assists municipal utilities, acquire energy and demand resources.
- 1.7 Solar Thermal Project Completion means that the Solar Thermal Project has been installed in accordance with the Minimum Technical Requirements, and has been inspected and approved by the authorities having jurisdiction over the permitting and interconnection of the Solar Thermal Project.
- 1.8 Project Completion Date means the date set forth on the Cover Sheet.
- 1.9 Project Completion Form means the form attached as Attachment C.
- 1.10 Vendor means the Vendor identified on the Cover Sheet.

2. Installation Requirements:

- 2.1 Customer is solely responsible for the following:
 - 2.1.1 Selecting and entering into written contracts with Vendor and Installer to design, procure and construct the Solar Thermal Project;
 - 2.1.2 Preparing all plans, drawings, and specifications;
 - 2.1.3 Procuring all equipment and obtaining appropriate warranties from Vendor and Installer;
 - 2.1.4 Obtaining all permits required by state, local, or federal law or regulation;
 - 2.1.5 Supervising and directing the construction and installation of the Solar Thermal Project, including the means, methods, techniques, sequences, and procedures of construction and installation;
 - 2.1.6 Interconnecting the Solar Thermal Project to the electric utility grid; and
 - 2.1.7 Safely operating and maintaining the Solar Thermal Project, and replacing any required parts.
- 2.2 Vendor and Installer must meet all Minimum Insurance Requirements and Minimum Technical Requirements.
- 2.3 Customer shall obtain documentation from Vendor and Installer that all workers, contractors, and subcontractors have valid licenses issued by the Commonwealth of

Massachusetts to perform the required work; and that Vendor and Installer are in compliance with all applicable laws, rules, and regulations related to employment in the Commonwealth including, but not limited to, those laws pertaining to workmen's compensation, non-discrimination and eligibility to work in the United States.

- 2.4 Customer shall abide by the Commonwealth's rules regarding employment discrimination when selecting Vendor and Installer.
- 2.5 The Customer may install the Solar Thermal Project provided the Customer provides proof of a valid plumber's license and meets the Minimum Insurance Requirements and the Minimum Technical Requirements.
- 2.6 The Solar Thermal Project must meet the eligibility requirements set forth in the Project Manual.
- 2.7 Customer agrees to comply with all terms and conditions set forth in the Program Manual.
- 2.8 Customer and Installer shall work cooperatively to achieve Solar Thermal Project Completion not later than the Project Completion Date. Failure to achieve Project Completion by the Project Completion Deadline may result in forfeiture of all or a portion of the Rebate. Municipal Utility shall consider, in its sole discretion, Customer's written request for an extension of the Project Completion Date. Consideration of a requested time extension shall be strictly limited to circumstances that are beyond the control of the Customer, Vendor or Installer.
- 2.9 Customer is responsible for ensuring that the installed Solar Thermal Project complies with the Minimum Technical Requirements on an ongoing basis for its useful life.

3. Ownership and Location Requirements:

- 3.1 The Customer applying for the rebate must own the Solar Thermal Project.
- 3.2 The Solar Thermal Project must be installed on property owned by the Customer.
- 3.3 Changes to the physical location of some or all of the components of an installed Solar Thermal Project at any time during its 20-year useful life without the written consent of the Municipal Utility are prohibited. Without limiting the generality of the foregoing, the Solar Thermal Project must remain in the service territory of the Municipal Utility. Customer agrees to notify the Municipal Utility of any proposed change.
- 3.4 Customer agrees to repay the Rebate if the Solar Thermal Project or any of its components is moved without the written consent of the Municipal Utility.

4. Rebate

- 4.1 The amount of the approved Rebate is shown on the Cover Sheet.
- 4.2 The Rebate payment is a one-time only incentive payment. Customer is limited to one rebate per account and address and no other rebate application for the same account and address will be approved. Customer can apply for another rebate if the original Solar Thermal Project has been rendered inoperable and the entire Solar Thermal Project – Collectors, storage tank and mounting hardware – needs to be replaced.
- 4.3 To qualify for the Rebate, Customer must satisfy all terms and conditions of this Agreement.
- 4.4 Where there are changes to the scope of the Solar Thermal Project, the Municipal Utility will not provide an adjusted Rebate that is more than the originally approved Rebate.

Notwithstanding the foregoing, the Municipal Utility reserves the right, at its sole discretion, to adjust the Rebate amount in a manner proportionate to proposed changes from the approved Application.

- 4.5 Municipal Utility shall use its best efforts to pay the approved Rebate to the Customer within 90 days of its receipt and acceptance (as determined in its sole discretion) of a Project Completion Form and the associated back-up documentation demonstrating that the installation has reached Project Completion.
- 4.6 A Customer may choose to have their rebate paid directly to the Installer by assigning the Rebate to the Installer on the Cover Sheet. However, for purposes of HELPS program tracking and for any potential tax implications, the Customer will be deemed to have received the Rebate even if payment is made to the Installer.
- 4.7 Customer agrees that it will comply with all local, state, and federal tax laws. Rebates may be considered taxable income to the Customer by the Internal Revenue Service and the Department of Revenue of the Commonwealth of Massachusetts. Customers are strongly encouraged to consult with a tax professional to determine the federal and/or state tax implications of receipt of the Rebate. The Customer is responsible for any federal or state tax liability incurred as a result of the Rebate. Please note: A rebate tax liability may exist for the Customer regardless of whether the payment is made directly to the Customer or to the Installer for the benefit of the Customer.

5. Indemnification and Release of Claims

- 5.1 Customer shall indemnify, defend and hold harmless Municipal Utility and MMWEC and their respective agents, officers, directors, commissioners, contractors and employees (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards resulting from Customer's breach of this Agreement, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Customer or any of Customer's agents, officers, directors, employees, contractors or subcontractors
- 5.2 As a condition of receipt of the Rebate, Customer hereby releases and discharges the Covered Persons from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.
- 5.3 The rights set forth in this section shall survive the termination of this Agreement.

6. Cooperation

- 6.1 Customer agrees to allow Municipal Utility, MMWEC and its designees to inspect the installed Solar Thermal Project during its useful life.
- 6.2 Upon the request of Municipal Utility, MMWEC or their designee, Customer agrees to participate in information gathering activities required to prepare case studies, monitoring and evaluation studies, or other educational materials that may be beneficial to Municipal Utility, MMWEC or its designee or the public.

7. Disclaimer and Limitations

- 7.1 Neither Municipal Utility nor MMWEC has investigated, and each expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other

matter regarding Vendor, Installer or the Solar Thermal Project presented in the Customer's Application. The approval of the Rebate does not constitute an endorsement, warranty, or guaranty of any kind or circumstance of any company, product, service, process, procedure, design or other matter regarding the Solar Thermal Project or Vendor, Installer, or any subcontractor for the Solar Thermal Project. The entire risk of use of any company, product, service, process, procedure, or design is assumed by the Customer as part of its obligations under this Agreement.

- 7.2 Location, interconnection, metering, billing and other service matters related to the Solar Thermal Project, (including the availability of net metering), are subject to the Municipal Utility's applicable terms and conditions. MMWEC takes no position on these matters.
- 7.3 THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
- 7.4 NEITHER PARTY NOR MMWEC SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

8. **General:**

- 8.1 This Agreement (including the attachments and the other documents incorporated by reference), constitutes the entire agreement between the Parties relating to the subject matter, and supersedes any previous agreement written or oral.
- 8.2 No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties.
- 8.3 Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.
- 8.4 Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change) will not otherwise affect the remaining lawful obligations that arise under this Agreement; provided that the material purposes of this Agreement can still be accomplished.
- 8.5 Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Municipal Utility, which consent may be withheld in the exercise of its sole discretion; provided, however, Customer may assign the Rebate to Vendor or Installer.