Solarize Raleigh Program

Attachment A – Agreement

This agreement (Agreement) will set forth the mutual understanding between the North Carolina Solar Center at North Carolina State University ("the University" and "the Center") and ____________ (the "Installer" or "Installer Team") regarding the Installer’s and associated team participation in the Solarize Raleigh Program, and shall be in effect as of March 2X, 2014 (Effective Date).

1. Solarize Raleigh Program
   a) Installer (or Installer Team) and the Center agree to work cooperatively to implement the Solarize Raleigh pilot program specified in the RFP to drive community adoption of solar PV projects through partnership with the Community.

   b) Installer (or Installer Team) agrees that the term of this Agreement begins as of the Effective Date and will continue until December 31, 2014.

2. Solar Center Commitment
   a) The Center, as a unit of the University, will assist the Installer and Community with marketing, outreach, Solar 101 educational workshop/s, and solar open homes.

   b) Coordinate meetings as necessary between the Center and Installer (or Installer team).

3. Installer (or Installer Team) Commitment and Deliverables
 Installer (or Installer team) agrees to meet the following terms and conditions for the duration of the Pilot Program:

   a) Cooperate and collaborate with the Center, the University and Community;

   b) Fulfill the terms of the Scope of Work laid out in the RFP:

   c) Provide customers in the Community with pricing available at the appropriate tiered level and provide tiered pricing reductions as outlined in Installer’s competitive bid to all customers identified via the Program and (in the case of areas outside of Raleigh) approved. Appropriate tiered pricing must be applied to projects at the time contracted capacity level is met for the tier. Installer’s contracts with customers must clearly indicate that final pricing is dependent on the final Solarize Raleigh pricing tier that is achieved. All customers signing up through the Solarize Raleigh process must be counted towards the capacity figures used to determine tiered pricing;
d) Track the pricing associated with each project, and justify in detail why any specific project requires an add-on cost;

e) Track contracted capacity under the Program;

f) Coordinate with the Community and recommend alternative opportunities for customers without feasible sites for solar PV project;

g) Provide weekly metrics which include, but are not limited to, the number of leads generated, the number of feasible project sites identified, the number of contracted projects, and the tracked information maintained by Installer listed in subsections c) and d);

h) Participate in appropriate marketing and outreach events within the Community;

i) Maintain data on performance and production over time along with the details of each system installed, and share that data with the Solar Center. The Solar Center will determine at its sole discretion the performance and production data to be shared, who it is shared with, and the period of time over which that data is shared. Consumer information shall not be shared with parties outside of the Solar Center.

4. Terms and Conditions

a) This Agreement may be terminated by the University at any time for a material breach of any part of the Agreement;

b) All conditions, duties and obligations contained in this Agreement may be amended only through a written amendment signed by the University and Installer;

c) Installer shall not assign or in any way transfer this Agreement without the prior written consent of the Center and the University.

d) To the fullest extent permitted by law, Installer agrees to indemnify and hold harmless the Center and the University, its officers, employees and volunteers and others working on behalf of the Center or the University, against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Center or the University, its officers, employees, volunteers or others working on behalf of the Center or the University, all liability, loss, claims, damages, fines, penalties, costs and expenses related to or arising out of the Program.
The undersigned is a duly authorized representative of the Installer (or Installer team) with the authority to bind the company for the proposed Solarize Raleigh Program. The Installer has read and understands the RFP requirements. The undersigned acknowledges that all of the terms and conditions of the RFP are required.

I certify that the information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents or instruments delivered or to be delivered to the Center, is true, accurate and complete.

NORTH CAROLINA STATE UNIVERSITY (ON BEHALF OF THE NORTH CAROLINA SOLAR CENTER):

By: ________________________________ Date: ________________________________

ACCEPTED AND AGREED:

Installer: ________________________________
(Print Name of Installer Organization or Installer Team Organization)

By: ________________________________ Date: ________________________________