

**LICENSE AGREEMENT**  
**Florida Keys Electric Cooperative Solar Array**

**Contract Number** \_\_\_\_\_

This License Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Florida Keys Electric Cooperative Association, Inc., (FKEC), with its principal place of business at 91630 Overseas Highway, Tavernier, Florida, and its mailing address at P.O. Box 377, Tavernier, Florida 33070 ("FKEC") and the Customer identified as follows:

Customer: \_\_\_\_\_

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Telephone \_\_\_\_\_

**1. License.**

1.1. Subject to the terms and conditions set forth in this Agreement, FKEC hereby grants to Customer a license (each, a "License") to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a "Solar Panel") during the Term:

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

1.2. Each Solar Panel is in service at FKEC's Solar Array facility located at Marathon, Florida (the "Marathon Solar Array"). Customer acknowledges and agrees that FKEC will retain sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that FKEC may replace a Solar Panel with any make, model, brand or type of solar panel as FKEC may elect, in its sole discretion, on notice to Customer of such change.

1.3 During the Term, Customer will receive the Panel Production Credit for each Solar Panel as a credit on the invoice for electricity provided by FKEC at the following address (the "Billed Address") which address must be located within FKEC's service territory.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_, Florida Zip: \_\_\_\_\_

FKEC Service Location \_\_\_\_\_ (to be supplied by the utility).

Only metered residential and commercial accounts will be permitted to receive the Panel Production Credit. Non-metered and lighting accounts are not allowed to participate in the program. A License Agreement with a Customer will be required for each specific location.

2. **Consideration.** As consideration for each License granted to Customer pursuant to this Agreement, the Customer will:

2.1. Pay FKEC the sum of \$999.00 per Solar Panel. Lease price includes all applicable sales tax. Customer may elect to pay the license fee in full, in which case such license fee will be made payable to FKEC, or pay the license fee in twelve equal installments of \$83.25, in which case FKEC will add the monthly license fee installment payment charge to the customers normal monthly electric bill for twelve consecutive months following execution of this license agreement. In the event Customer fails to make all twelve license fee installment payments when and as due, FKEC will retain all installment payments previously collected, this License Agreement will terminate and FKEC shall retain full ownership of all solar panels listed in this License Agreement.

2.2. Surrender to FKEC, for FKEC's sole use, all Renewable Energy Credits associated with each Solar Panel licensed pursuant to this Agreement.

3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of 25 years or, if earlier, until the death of the Customer (the "Term"), subject to early termination as provided in this Agreement.

4. **Florida Keys Electric Cooperative Obligations.** FKEC agrees to:

4.1. Provide maintenance for each Solar Panel and the Solar Array. FKEC shall be responsible for ensuring that the Solar Array and each of its components meet all applicable codes, standards, and regulatory requirements at the time of installation and throughout the Term of this Agreement. In the event of equipment failure, FKEC will bring the equipment back to working order as quickly as possible. In the event damaged equipment may be disconnected from the grid or is otherwise not generating electric energy, the Customer will continue to receive the Panel Production Credit for such Solar Panel, unless and until FKEC elects to repurchase the applicable License pursuant to the terms of Section 6.

4.2. Acquire and maintain, at its sole cost, insurance for the Solar Array and each Solar Panel. FKEC will be listed as the sole loss payee for such insurance. In the event a Solar Panel is damaged beyond repair, FKEC may elect, in its sole discretion, to (a) replace such Solar Panel with a solar panel with a similar Rated Power Output, or (b) repurchase such Solar Panel pursuant to Section 6.

5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be calculated as follows:

5.1 Unless the purchaser of the License Agreement agrees to transfer the Panel Production Credits to another approved address, this "Panel Production" will remain associated with the specific location as identified in Section 1.3 regardless of occupancy or ownership changes at that location. Separate forms (as made available by FKEC) must be completed to transfer location or ownership of these Panel Credits by the Customer to this Agreement.

5.2 FKEC will calculate the "Per Panel Production" for each of Customer's Solar Panels by dividing the Rated Power Output per Solar Panel by the Rated Power Output for all solar panels at the Solar Array.

5.3 The actual electric production for the entire Solar Array will be recorded on a calendar month basis and applied to Customer's bill the following month after that production. This electric production will be measured in kilowatt hours and will be considered as the "Array Power Production". FKEC will then allocate the Array Power Production to each Solar Panel by: dividing the Array Power Production by the Per Panel Production (the "Final Panel Production").

5.4 FKEC will credit the monthly invoice at the Billed Address for the applicable calendar month in an amount equal to the Final Panel Production for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by FKEC's applicable retail rate per kilowatt hour for the same applicable calendar month.

5.5 In the event the applicable service location associated with this Agreement is removed and/or not in service, FKEC will make every attempt to contact the Customer to this Agreement to determine where these Panel Production Credits can be transferred. During this time, the electricity produced by these panels will be provided to the utility grid system and utilized by the entire membership of FKEC. The credits associated with this production will be applied in a way deemed acceptable by FKEC.

6. **Solar Panel Buyout.** Customer agrees that, at any time and in FKEC's sole discretion, FKEC may elect to repurchase the License for one or more of the Solar Panels, and Customer will sell such License to FKEC pursuant to the terms of this Section 6. Such repurchase will occur as follows:

6.1. FKEC will notify Customer of FKEC's election to exercise its repurchase right, and such notification will include the Solar Panel Serial Number for each License to be repurchased (the "Repurchase Notice").

6.2. The purchase price for each License will be calculated as follows: The original purchase price will be decreased at a level of 4% for every year the panel has been in service. At the end of the 25 year term this repurchase price will be \$0. In the event this license is transferred to another customer, that subsequent customer will be eligible for repurchase.

6.3. FKEC will repurchase the License for the applicable Solar Panels within 30 days after sending such Repurchase Notice by sending payment to Customer in the amount of (a) the Purchase Price for each License as calculated above, and (b) any earned Panel Production Credits not yet credited to the invoice for the Billed Address. On receipt by Customer of the payments provided in this Section 6.3, (i) such License will terminate, and (ii) FKEC will have no further obligations to Customer with regard to such License.

6.4. At such time as every License for a Solar Panel has terminated, and FKEC has made all payments to Customer required by this Section 6, if applicable, this Agreement will terminate and FKEC will have no further obligations to Customer.

**7. Additional Acknowledgements.** The parties further acknowledge and agree that:

7.1. Customer will not have access to the Solar Array or any Solar Panel, for any purpose, unless otherwise agreed to in advance by FKEC in its sole discretion. FKEC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.

7.2. Customer may not require FKEC to repurchase the License for any Solar Panel. In the event Customer desires to assign the License for one or more Solar Panels, FKEC may provide Customer with reasonable assistance in finding an assignee for such License, but FKEC is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign a License other than in compliance with this Agreement.

7.3. Except as expressly provided in this Agreement, Customer may not assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.

**8. Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance notice to FKEC, Customer may elect to: (a) change the Billed Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Billed Address is within FKEC's service territory, or (b) assign this Agreement or the License for a particular Solar Panel to another individual or entity provided such assignee's Billed Address is located within FKEC's service territory. Customer will notify FKEC of such change or assignment in writing at least 30 days prior to the effective date of such change, which notice will include:

1. Customer's name and mailing address;
2. The Serial Number for each applicable Solar Panel;
3. The current Billed Address;
4. The new Billed Address (if applicable);
5. The name of the individual or entity to whom Customer is assigning this Agreement (if applicable);
6. Customer's surrender of the applicable License; and
7. The effective date of such change or assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License.

9. **Notice.** All notices, requests, consents, and other communications under this Agreement will be in writing to the mailing address for each party stated above and will be deemed delivered upon the earlier of (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested, (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, or (c) the following business day after being delivered to a reputable overnight courier service.
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 internal laws of the State of Florida, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Monroe County, Florida shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

**WITNESS WHEREOF**, the parties have executed this License Agreement as of the date first written above.

FLORIDA KEYS ELECTRIC COOPERATIVE

\_\_\_\_\_  
Customer Name (please print)

\_\_\_\_\_  
Customer Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_