



Quotation & Contract for a Renewable Energy Power System

OnGrid Solar
4175 Renaissance Dr #4
San Jose, CA 95134

Salesperson: Andy Black
Phone: (408) 428-0808
Email: andy@ongrid.net

Contractor's License Number: Cont. Lic. #
Contractor's License Type: Cont Lic Type

July 4, 2006

Client:

Mr. Sunny Customer and Ms. Happy Buyer

Solar User Inc.
(408) 111 1111H, (408) 222 2222C, (408) 333 3333x333W
cust@buyer.com

Site Address: 117 So Mary Ave, #30
Sunnyvale, CA 94087

Mailing Address: 117 So Mary Ave, #30
Sunnyvale, CA 94087

PROJECT DESCRIPTION and MAJOR COMPONENTS:

A 9.6 kW PV System, with turn-key installation at customer's site address stated above.
Mounting type: Composite roof.

System Size (kW DC, STC) 11.536 kW
System Size (kW AC, CEC) 9.573 kW

Major System Components:

42 Sharp Corporation ND-208U1 modules.
Module STC rating: 208W

16 Sharp Corporation NT-175U1 modules.
Module STC rating: 175W

2 SMA America SB3800U (240V) inverters.
Inverter rating: 3800W each

1 SMA America SWR2500U-SBD (240V) inverter.
Inverter rating: 2500W each

Standard Components:

Racking and mounting components per Uniform Building Code
AC and DC disconnects per National Electric Code and Utility
Wiring, conduit, and overcurrent protection per National Electric Code
Roofing sealant or flashings as needed

System Pricing Details

Installed System Price including Sales Tax & Shipping (before Rebate)	\$	78,369
Estimated Buy-Down Program Rebate at \$2.60/W** to be paid to the installer	\$	(24,889)
Contract Price Net to Customer	\$	53,480

Payment Schedule:

Event (%)	Amount	Approximate Date
Initial Deposit (10% or \$1,000)	\$ 1,000	July 15, 2006
Upon ordering of materials (49%)	\$ 38,184	July 29, 2006
Upon delivery of materials to the jobsite (40%)	\$ 31,347	October 21, 2006
	\$ -	
	\$ -	
Upon municipal building/electrical inspection* (10%)	\$ 7,837	November 4, 2006
Total Sale Price**:	\$ 78,369	

Additional Components:

Monitoring:

Standard monitor/display built into inverter

Standard Labor:

Design system and secure basic building or electrical permit
(Architectural, planning commission or other reviews are extra)
Install specified system in good workman like manner
Complete and submit utility interconnection documents
Coordinate building, electrical and utility inspections

Additional Work:

ALLOWANCES:

The following items or specific prices as indicated are included in the contract price as allowances.
The contract price shall be adjusted based upon actual amounts rather than estimated amounts herein:

- none or (1) _____
 (2) _____
 (3) _____

This quotation price is valid for 14 days from the above date, quoted schedule is valid for 3 days.

Salesperson Signature: _____ Date: _____

If the customer decides to purchase the goods and services outlined above, this document shall become part of the Agreement for Supply and Installation of a Renewable Energy Power System which specifies additional terms and boilerplate consumer rights as part of a Home Improvement Contract.

Customer Acceptance Signature: _____ Date: _____
(to be signed when customer decides to purchase)

Time for Completion:

The work to be performed by Contractor pursuant to this Agreement shall be commenced within _____ days from this date or approximately on: October 21, 2006 and shall be substantially completed within 14 days or approximately on: November 4, 2006

Construction Commencement Schedule:

Commencement of work shall be defined as

Delivery of material to site, or

Contractor's failure to substantially commence work without lawful excuse, within twenty (20) days from the date specified above is a violation of the Contractors License Law.

Additional Contract Provisions:

- All payments are due Net 10 days. 1% interest per month carrying charge.
- *System Completion occurs upon building or electrical inspectors permit signoff. Utility inspection typically occurs 4 to 14 days after permit signoff.
- **Installer will refund rebate to customer within 3 days of receipt from the State
- Quoted price includes electric utility fees, but not permit fees
- This PV system includes a 5-year warranty required by the California Energy Commission.

Notice of Right to Cancellation

Date of Transaction: _____

You have entered into a transaction which may result in a lien, mortgage, or other security interest on your home. You have a legal right under Federal law to cancel this transaction, if you desire to do so, without any penalty or obligation, within three business days from the above date, or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or any other security interest on your home arising from this transaction is automatically void.

Any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice of cancellation, or send a telegram to:

OnGrid Solar
4175 Renaissance Dr #4 , San Jose, CA 95134

not later than midnight of _____
(date)

I hereby cancel this transaction _____
(date)

Customer Signature: _____
(to be signed only in the event of cancellation)

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board
9821 Business Park Dr.
Sacramento, CA 95827

Receipt is herewith acknowledged of the foregoing Notice, the undersigned Customers having received copied thereof, and been apprised of the fact that after the three day period is over, the Contract is binding and that failure to pay according to the terms of the Contract may result in a lien and or mortgage foreclosure.

The above rights have been read and understood by the undersigned Customer(s)
this _____ day of _____, 20____

Customer Signature: _____
(to be signed at the time of sale)

R1	RESERVATION APPLICATION FORM EMERGING RENEWABLES PROGRAM	<input type="checkbox"/> Modify Existing Record # _____ <input type="checkbox"/> Affordable Housing Project <input type="checkbox"/> New Construction													
1. Physical Site of System Installation		Submit complete application by fax at (916) 653-2543 or by mail to: California Energy Commission Emerging Renewables Program (MS-45) 1516 Ninth Street Sacramento, CA 95814-5512													
Street Address: 117 So Mary Ave, #30 City: Sunnyvale State: CA Zip: 94087															
2. Purchaser Name and Mailing Address		6. Equipment (PV modules, turbines, inverters, meters)													
Mr. Sunny Customer Solar User Inc. 117 So Mary Ave, #30 Sunnyvale, CA 94087 Phone: (408) 111 1111H Fax: (408) 444 4444F		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 15%;">Quantity</th> <th style="width: 75%;">Manufacturer, Model (see CEC lists)</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="writing-mode: vertical-rl; transform: rotate(180deg); text-align: center;">Generating Equipment</td> <td style="text-align: center;">42</td> <td>Sharp Corporation, ND-208U1</td> </tr> <tr> <td style="text-align: center;">16</td> <td>Sharp Corporation, NT-175U1</td> </tr> <tr> <td rowspan="2" style="writing-mode: vertical-rl; transform: rotate(180deg); text-align: center;">Inverters, Meters</td> <td style="text-align: center;">2</td> <td>SMA America, SB3800U (240V)</td> </tr> <tr> <td style="text-align: center;">1</td> <td>SMA America, SWR2500U-SBD (240V)</td> </tr> </tbody> </table>		Quantity	Manufacturer, Model (see CEC lists)	Generating Equipment	42	Sharp Corporation, ND-208U1	16	Sharp Corporation, NT-175U1	Inverters, Meters	2	SMA America, SB3800U (240V)	1	SMA America, SWR2500U-SBD (240V)
			Quantity	Manufacturer, Model (see CEC lists)											
Generating Equipment	42	Sharp Corporation, ND-208U1													
	16	Sharp Corporation, NT-175U1													
Inverters, Meters	2	SMA America, SB3800U (240V)													
	1	SMA America, SWR2500U-SBD (240V)													
3. Equipment Seller (Must be registered)		Estimated annual energy production __15,595__ kWh/Year													
Company: OnGrid Solar City: San Jose CEC ID (if known) Phone: 408 428 0808 Fax: (408) 521-0885		7. Rebate and Other Incentives													
4. System Installation (Write "Owner" if not hiring contractor)		System Rated Output 9,573 watts Total System Cost: \$ 78,369 Expected Rebate: \$ 24,889 Pay Rebate to: <input type="checkbox"/> Purchaser <input type="checkbox"/> Seller													
5. Electric Utility (Attach all pages of monthly statement)		Other Incentives: \$ _____ Source/Record No.: _____													
<input type="checkbox"/> PG&E <input type="checkbox"/> SCE <input type="checkbox"/> SDG&E <input type="checkbox"/> BVE PG&E Service ID: _____ Util Service ID # _____ Billing Period: _____ KWh Used: _____															
Note: If new construction attach building permit. Permit No. _____															
8. Declaration															
The undersigned parties declare under penalty of perjury that the information in this form and the supporting documentation submitted herewith is true and correct to the best of their knowledge and that the following is true: 1. All system equipment is new and unused and has been purchased within the last 18 months, 2. The generating system is intended primarily to offset Purchaser's electrical needs at the site of installation 3. The Purchaser's intent is to operate the system at the above site of installation for its useful life or the duration of the lease agreement and 4. The generating system will be interconnected with the distribution system of the electric utility identified above. The undersigned parties further acknowledge that they are aware of the requirements and conditions of receiving funding under the Emerging Renewables Program (ERP) and agree to comply with all such requirements and conditions as provided in the Energy Commission's ERP Guidebook and Overall Program Guidebook as a condition to receiving funding under the ERP. The undersigned Purchaser authorizes the Energy Commission during the term of the ERP to exchange information on this form with the Purchaser's electric utility to verify compliance with the requirements of the ERP.															
Purchaser Signature		Equipment Seller Signature													
Print Name: _____ Signature: _____ Date: _____		Print Name: _____ Signature: _____ Date: _____													

Necessary Supporting Documentation.

1. All pages of a monthly electric utility bill.
2. Agreements to purchase and install equipment.
3. Payee Data Record (Form STD-204) if payee identified has not previously been paid by the Energy Commission.
4. If not a standard rebate application, attach other required documentation as specified in the ERP Guidebook.

R7	PILOT PERFORMANCE-BASED INCENTIVE PROGRAM PRELIMINARY RESERVATION REQUEST FORM EMERGING RENEWABLES PROGRAM
----	---

1. Physical Site of System Installation		
Street Address: 117 So Mary Ave, #30		
City: Sunnyvale	State: CA	Zip #####

Submit complete application to:

ERP, PBI Preliminary Reservation Request
 California Energy Commission
 1516 Ninth Street (MS-45)
 Sacramento, CA 95814-5512

2. Purchaser Name and Mailing Address	
Mr. Sunny Customer Solar User Inc. 117 So Mary Ave, #30 Sunnyvale, CA 94087	
Phone: (408) 111 1111H	Fax: (408) 444 4444F

6. Equipment (PV modules, inverters, meters)		
	Quantity	Manufacturer, Model (see CEC lists)
Generating Equipment	42	Sharp Corporation, ND-208U1
Inverters, Meters	2	SMA America, SB3800U (240V)

3. Equipment Seller (Must be registered)	
Company: OnGrid Solar	
City: San Jose	CEC ID (if known)
Phone: 408 428 0808	Fax: (408) 521-0885

4. System Installation (Write "Owner" if not hiring contractor)	
Company: OnGrid Solar	
City: San Jose	License No.: Cont. Lic. #, Class: Cont Lic Type
Phone: 408 428 0808	Fax: (408) 521-0885

7. Rebate and Other Incentives	
System Rated Output	9,573 watts
Total System Cost:	\$ 78,369
Expected Incentive Rate:	\$0.50 /kWh
Make Payments to: <input type="checkbox"/> Purchaser <input type="checkbox"/> Seller	
Other Incentives:	\$ _____
Source/Record No.: _____	

5. Electric Utility (Attach all pages of monthly statement)	
<input type="checkbox"/> PG&E <input type="checkbox"/> SCE <input type="checkbox"/> SDG&E <input type="checkbox"/> BVE PG&E	Service ID: Util Service ID #
Billing Period:	KWh Used:

8. Declaration

The undersigned parties declare under penalty of perjury that the information in this form and the supporting documentation submitted herewith is true and correct to the best of their knowledge and that the following is true:

1. All system equipment is new and unused and has been purchased within the last 18 months,
2. The generating system is intended primarily to offset Purchaser's electrical needs at the site of installation
3. The Purchaser's intent is to operate the system at the above site of installation for its useful life or the duration of the lease agreement and
4. The generating system will be interconnected with the distribution system of the electric utility identified above.

The undersigned parties further acknowledge that they are aware of the requirements and conditions of receiving funding under the Emerging Renewables Program (ERP) and agree to comply with all such requirements and conditions as provided in the Energy Commission's ERP Guidebook and Overall Program Guidebook as a condition to receiving funding under the ERP. The undersigned Purchaser authorizes the Energy Commission during the term of the ERP to exchange information on this form with the Purchaser's electric utility to verify compliance with the requirements of the ERP.

Purchaser Signature	Equipment Seller Signature
Print Name: _____	Print Name: _____
Signature: _____ Date: _____	Signature: _____ Date: _____

- Necessary Supporting Documentation.
1. All pages of a monthly electric utility bill.
 2. Agreements to purchase and install equipment.
 3. Payee Data Record (Form STD-204) if payee identified has not previously been paid by the Energy Commission in the last 2 years.

AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

SUBMITTED TO THE FOLLOWING.

Please check all that apply:

- PG&E SoCalGas
 SCE SDG&E

THIS IS A LEGALLY BINDING CONTRACT READ IT CAREFULLY
(Please Print or Type)

I, Mr. Sunny Customer owner

of Mr. Sunny Customer (Customer) have the following mailing address

117 So Mary Ave, #30 Sunnyvale CA 94087, and do hereby appoint

OnGrid Solar of 4175 Renaissance Dr #4,

San Jose CA 95134

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

- | | | | |
|----|--|--------------------------|--|
| 1. | <u>117 So Mary Ave, #30</u>
SERVICE ADDRESS | <u>Sunnyvale</u>
CITY | <u>Util Acct #</u>
SERVICE ACCOUNT NUMBER |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED-This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹
- 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
 - a. Verification of rate, date of rate change, and related information;
 - b. Contracts and Service Agreements;
 - c. Previous or proposed issuance of adjustments/credits; or
 - d. Other previously issued or unresolved/disputed billing adjustments
- 3. Request investigation of my utility bill(s).
- 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 5. Request rate analysis.
- 6. Request rate changes.
- 7. Request and receive verification of balances on my accounts(s) and discontinuance notices.

¹The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

²If no timer period is specified, authorization will be limited to a one-time authorization

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

One year authorization - Requests for information and/or the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

Hard copy via US Mail (If applicable).

Facsimile at this telephone number: _____

Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), Mr. Sunny Customer (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financial bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I undersatnd that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has the authority to financial bind the customer (for example, CFO of a company or City Manager of a municipality).]

> _____
AUTHORIZED CUSTOMER SIGNATURE

(408) 333 3333x333W
TELEPHONE NUMBER

Executed this _____ day of _____
MONTH YEAR

at _____
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR



Pacific Gas and Electric Company
**INTERCONNECTION AGREEMENT FOR
 NET ENERGY METERING FOR
 RESIDENTIAL AND SMALL
 COMMERCIAL SOLAR OR WIND
 ELECTRIC GENERATING FACILITIES OF
 10 KILOWATTS OR LESS**

DISTRIBUTION
 Billing
 Customer-Generator
 Business Customer Center

REFERENCE

Current Acct No. _____

DECLARATIONS

Mr. Sunny Customer ("Customer-Generator") and Pacific Gas and Electric Company, also referred to as "Utility", referred to collectively as "Parties" and individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Pacific Gas and Electric Company's electric rate Schedule E-NET ("E-NET"), enter into this "Interconnection Agreement for Net Energy Metering For Residential and Small Commercial Solar or Wind Electric Generating Facilities of 10 Kilowatts or Less" ("Agreement")¹. This Agreement applies to the Customer-Generator's generating facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. DESCRIPTION OF CUSTOMER-GENERATOR'S SOLAR OR WIND ELECTRIC GENERATING FACILITY ("Facility")

Project Identification Number: _____
 (Utility Log Number)

Interconnected Equipment:

Table 1. - List of generating equipment interconnecting with Pacific Gas and Electric Company's Distribution System with, or without, an inverter. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer for Inverter used with Generator	Inverter Model Number	Inverter Rating (watts) ²
1	Solar	7,600 W	SMA America	SB3800U (240V)	7,182 W
2					

¹ Additional forms are available upon request by telephoning 415-972-5676 or on PG&E's website at <http://www.pge.com/gen>.

² The inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

DECLARATIONS (Continued)

Site Address:

117 So Mary Ave, #30

(Street)

Sunnyvale

(City)

Facility will be ready for operation on or about: _____
(date)

If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued:

Customer-Generator shall not commence Parallel Operation of the Generating Facility until written approval for Parallel Operation is provided by Pacific Gas and Electric Company. See Section 3.3 of Attachment A, PROVISIONS.

2. CUSTOMER BILLING AND PAYMENT OPTIONS

Customer-Generator selects Pacific Gas and Electric Company's electric rate Schedule __PG&E E6__ as its otherwise-applicable rate schedule, in addition to Schedule E-NET. Customer-Generator understands:

Customer-Generator will be billed and will be expected to pay monthly for the non-energy charges (i.e., non-per-kilowatt-hour charges) due under Customer-Generator's otherwise-applicable rate schedule. In addition, Customer-Generator may (at its option) pay any amount for energy charges monthly, with the understanding that any and all payments will be reconciled annually as set forth herein. At the end of every twelve (12) month period, or other reconciliation period as provided in Schedule E-NET, the Customer-Generator's charges will be totaled including: (1) the monthly non-energy charges, (2) the charge for any net-energy consumption as defined in rate Schedule E-NET. The Customer-Generator's total payments for the twelve (12) months or other reconciliation period as provided in Schedule E-NET, will then be subtracted from the total charges. The Customer-Generator will then be billed for any balance due. If the Customer-Generator has overpaid for the energy they consumed, a credit will be applied to the next month's bill.

DECLARATIONS (Continued)

3. NOTICES

All written notices shall be directed as follows:

Pacific Gas and Electric Company
Attn: Manager, Generation Interconnection Services
Mail Code B13M
P.O. Box 770000
San Francisco, California 94177

CUSTOMER-GENERATOR:

Mr. Sunny Customer

(Name)

117 So Mary Ave, #30

(Street or PO Box)

Sunnyvale, CA 94087

(City)

(State)

(Zip Code)

4. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO THE TERMS THEREOF

Customer-generator has read, understands, and agrees that interconnection of the facilities of the Customer-Generator shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference, and the applicable rules on file with the California Public Utilities Commission.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Attachment A, PROVISIONS

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule E-NET, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

DECLARATIONS (Continued)

5. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

"Customer-Generator" Name Mr. Sunny Customer

By (Signature): _____ Date: _____

Type/Print Name: Mr. Sunny Customer

Title: owner

Pacific Gas and Electric Company

By (Signature): _____ Date: _____

Type/Print Name: _____

Title: Manager, Generation Interconnection Services



1225 17th Street
Denver, CO 80202

SMALL GENERATION SYSTEM INTERCONNECTION AGREEMENT (10 kW OR LESS)

Interconnection Agreement, Terms, and Conditions

This Small Generation System Interconnection Agreement (10 kW or less) ("Agreement"), is made and entered into this _____ day of _____, 20____, by and between PUBLIC SERVICE COMPANY OF COLORADO d/b/a Xcel Energy, a Colorado Corporation, having a mailing address of P.O. Box 840, Denver, Colorado, 80201, hereinafter referred to as ("Company"), and _____Mr. Sunny Customer _____, ("Customer") whose service address is: 117 So Mary Ave, #30, Sunnyvale, Colorado. Customer's mailing address is: 117 So Mary Ave, #30, Sunnyvale, CA 94087

WITNESSETH:

WHEREAS, Company is a public utility engaged in the business of generating, transmitting and distributing electric power and energy to various areas in the State of Colorado under the Rates, Rules, and Regulations of the Company's Electric Tariffs ("Electric Tariffs") which are on file with and subject to the jurisdiction of the Public Utilities Commission of the State of Colorado ("Commission or PUC"); and

WHEREAS, Customer is interconnected with, and receives electric service from Company's electric distribution system under the terms and conditions of Company's Electric Tariffs; and

WHEREAS, Customer owns, operates, and maintains on its premises a Small Generation System with a design capacity rating of 10 kW alternating current ("AC") or less, by which it generates electric energy from renewable resources, or is a FERC-Qualified Facility (QF), for the Customer's exclusive use; and

WHEREAS, Customer desires to operate such Small Generation Facility in parallel with the Company's electric distribution system.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Definitions.

"Commission" means the Public Utilities Commission of the State of Colorado.

"Electric Tariffs" means the Company's electric tariffs as in effect and on file with, and approved by, the Commission, as the same may be changed from time-to-time.



1225 17th Street
Denver, CO 80202

The creation of any subcontract relationship shall not relieve the hiring party of any of its obligations under this Agreement. The hiring party shall be fully responsible to the other party for the acts or omissions of any subcontractor the hiring party hires as if no subcontract had been made; provided, however, that in no event shall the Company be liable for the actions or inactions of the Customer or its subcontractors with respect to obligations of the Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such party.

The obligations under this article will not be limited in any way by limitation of subcontractor's insurance.

24.9 Reservations of Rights

The Company shall have the right to make unilateral filing with the Commission and any other regulatory agency to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under relevant provisions of law, and the Customer shall have the right to make a unilateral filing with such regulatory agency to modify this Agreement; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before such regulatory agency in which such modifications may be considered.

24.10 Jurisdiction.

All of the rates for electric power and energy supplied by the Company under this Agreement are subject to Company's electric tariff and the jurisdiction, rules, and regulations of the Commission.

24.11 Notices.

Notices to be given hereunder shall be deemed sufficiently given and served after receipt of notice sent by United States certified mail, return receipt requested and respectively addressed as follows:

Customer

Mr. Sunny Customer
117 So Mary Ave, #30
Sunnyvale, CA 94087

Company Xcel Energy
Manager, Area Engineering
1123 W. 3rd Avenue
Denver, CO 80223