



QUALIFYING RENEWABLE GENERATING INSTALLATION/INTERCONNECTION AGREEMENT

This Installation/Interconnection Agreement (“Agreement”) is made and entered into this day of _____, 20_____ by Guadalupe Valley Electric Cooperative, Inc., (“GVEC”), a corporation organized under the laws of Texas, and _____ (the “Member”), each hereinafter sometimes referred to individually as “Party” or both referred to collectively as “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows.

- 1. Scope of Agreement** – This Agreement contains the terms and conditions under which GVEC and the Member agree that the Member may interconnect to GVEC’s electric power distribution system for a single, renewable generating installation and/or battery energy storage system that is a qualifying facility not to exceed an output of 50kW (the “Installation”). The Installation may contain more than one section of PV panels or inverters, so long as the Installation uses only one dual register meter, one battery monitoring meter, and one PV monitoring meter. The interconnection shall follow the diagrams in Appendix A, unless (i) GVEC agrees in writing to an alternative arrangement, or (ii) the system was installed prior to October 1, 2024.
- 2. Establishment of Point of Interconnection** – The point where the electric energy leaves the wires or facilities provided by the Member and enters the wires or facilities owned by GVEC is the “Point of Interconnection”. (The Point of Interconnection will be made at GVEC’s source side of the dual register meter.) GVEC and the Member agree to interconnect the Installation at the Point of Interconnection in accordance with GVEC’s rules, regulations, by-laws, and tariffs (collectively, “Rules”).
- 3. Responsibilities of GVEC and the Member** – The Member, at the Member’s sole cost and expense, will be fully responsible and liable for the Installation regardless of any review or direction given by GVEC, including but not limited to GVEC’s review of the diagrams in Appendix A. The Member will be fully responsible and liable for hiring a licensed contractor to design, install, operate, maintain, repair, and inspect the Installation. Regardless of which licensed contractor the Member hires, the Member agrees to require the Installation to be designed, installed, operated, maintained, repaired, and inspected in accordance with the rules and specifications provided by the National Electrical Safety Code, the National Electrical Code, and any other applicable local, state, and federal laws, regulations, rules, specifications, or requirements. The Member will notify GVEC of any emergency or hazardous conditions or occurrences with the Member’s Installation that could affect operation of the GVEC electric power distribution system or other GVEC facilities in any way.

GVEC may notify the Member if there is evidence that the Installation causes or may cause disruption or deterioration of service to other customers served by GVEC or causes or may cause damage to the GVEC electric power distribution system or other GVEC facilities in

any way. Upon such notice, the Member shall immediately take all reasonable actions to avoid any or further disruption, deterioration, or damage, all at the Member's sole cost and expense; provided that if there is an emergency or the Member fails to take immediate action to correct the issue, GVEC may take whatever action GVEC deems necessary in GVEC's sole discretion to remedy the issue and invoice the Member for any costs or expenses incurred by GVEC, including but not limited to reasonable attorney's fees, expert fees, and labor costs within thirty (30) days of receipt of same. Any such notice made by GVEC is voluntarily and GVEC shall have no responsibility to provide such notice and no liability if GVEC fails to provide such notice as notification is not required by this Agreement. As described in Section 5 below and without limiting its generality, the Member shall be responsible for any harm caused by, among other things, equipment failure related to the Installation.

The Member will ensure all equipment for the Installation is outside of GVEC's easement area. The Member may not attach any part of the Installation or related equipment to GVEC's infrastructure or equipment, unless a GVEC representative has confirmed in writing that the electric service is disconnected. Neither GVEC nor GVEC's representative is an agent of the Member, has any responsibility to inspect or oversee the Installation, and the Member agrees GVEC has no responsibility for any potentially harmful, dangerous, or damaging conditions caused by the Installation whether or not a GVEC representative was present.

4. **Modifications** – Either Party may undertake reasonable modifications to its facilities; provided that the Member shall not increase or decrease the output of the Installation or make other material changes or modifications to the configuration or operation of the Installation or the interconnection facilities without the prior written consent of GVEC, which consent may be given or denied in GVEC's sole discretion. In the event the Member plans to undertake a modification that reasonably may be expected to impact GVEC's electric power distribution system or other facilities, Member shall provide GVEC with enough information (for example, capacity, nameplate, output, etc.) regarding such modifications so that GVEC can evaluate the potential impact of such modification prior to commencement of the work. If any additions or modifications are made to the Installation or interconnection facilities, an amendment to this Agreement shall be executed specifying such changes.

5. **Limitation of Liability, Indemnification, and Release.**

- a. **THE MEMBER ASSUMES ALL LIABILITY FOR AND SHALL DEFEND (WITH COUNSEL OF GVEC'S CHOICE), PROTECT, INDEMNIFY AND HOLD HARMLESS GVEC AND GVEC'S MEMBERS, TRUSTEES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, AND EXPENSES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS, TO THE EXTENT THAT THEY RESULT IN ANY WAY FROM, WHETHER IN WHOLE OR IN PART, THE INSTALLATION, REGARDLESS OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WRONGFUL CONDUCT, OR EQUIPMENT FAILURE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, OR INSPECTION OF THE INSTALLATION, EXCEPT TO THE EXTENT DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR THE INTENTIONAL MISCONDUCT OF THE INDEMNIFIED PARTIES. THE**

OBLIGATIONS IN THIS SECTION SHALL INCLUDE, BUT ARE NOT LIMITED TO, FINANCIAL RESPONSIBILITY FOR (A) MONETARY LOSSES; (B) COSTS AND EXPENSES OF DEFENDING AN ACTION OR CLAIM; (C) DAMAGES RELATED TO DEATH OR INJURY; (D) DAMAGES RELATED TO ANY PROPERTY; AND (E) DAMAGES FOR THE DISRUPTION OF BUSINESS. THE OBLIGATIONS IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- b. GVEC and the Member shall each be responsible for the safe installation, operation, maintenance, repair, and condition of their respective lines, wires, switches, batteries, or other equipment or property on their respective sides of the Point of Interconnection. GVEC does not assume any duty to inspect the Member's lines, wires, switches, or other equipment or property and will not be responsible, therefore. **MEMBER STIPULATES THAT IT HAS RELIED AND THAT IT WILL RELY, FOR ALL PURPOSES, SOLELY ON ITS OWN DUE DILIGENCE, REVIEWS, INSPECTIONS, INVESTIGATIONS AND JUDGMENTS CONCERNING THIS AGREEMENT AND THE INSTALLATION, AND ON THE ADVICE OF ITS EMPLOYEES, ATTORNEYS AND OTHER ADVISORS. MEMBER ACCEPTS SOLE RESPONSIBILITY FOR DEFECTS, RISKS AND HAZARDS THAT IT OR ITS CUSTOMERS, REPRESENTATIVES, GUESTS, CONTRACTORS, OR EMPLOYEES MAY ENCOUNTER NOW OR IN THE FUTURE RELATED TO THIS AGREEMENT, AND AGREES THAT GVEC HAS NO DUTY TO WARN OF THOSE DEFECTS, RISKS AND HAZARDS, NOW OR IN THE FUTURE, OR TO TAKE ANY OTHER ACTION IN CONNECTION WITH THOSE DEFECTS, RISKS AND HAZARDS. GVEC HAS MADE AND MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES CONCERNING ANY WORK PERFORMED PURSUANT TO THIS AGREEMENT, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITATION, GVEC HAS MADE AND MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES CONCERNING (I) MERCHANTABILITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) PHYSICAL OR LEGAL NATURE, QUALITY OR CONDITION, INCLUDING THE SURFACE AND SUBSURFACE SOIL, HYDROLOGY AND GEOLOGY, OF ANY AREAS OF INSTALLATION; (IV) SUITABILITY OF ANY AREAS FOR THE PURPOSES CONTEMPLATED BY THIS AGREEMENT; (V) COMPLIANCE WITH LAWS; AND (VI) THE PRESENCE OF HAZARDS, POLLUTANTS, WASTES, STRUCTURES, OBSTACLES, IMPROVEMENTS, SURFACE ACTIVITIES, AND OTHER RISKS TO PERSON OR PROPERTY IN, ON OR UNDER ANY AREAS. MEMBER'S RIGHTS UNDER THIS AGREEMENT ARE ACCEPTED AS IS, WITH ALL FAULTS, AND IN THEIR PRESENT PHYSICAL AND LEGAL CONDITION AND STATE OF REPAIR. MEMBER RELEASES AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL OR ADMINISTRATIVE ACTION OR PROCEEDING AGAINST GVEC FOR CLAIMS WITHIN THE SCOPE OF MATTERS FOR WHICH MEMBER HAS DISCLAIMED RESPONSIBILITY, LIABILITY OR OBLIGATION UNDER THIS AGREEMENT. THE RELEASE AND AGREEMENT NOT TO SUE IN THIS SECTION INCLUDES CLAIMS RESULTING FROM OR RELATED TO AN INDEMNIFIED PARTY'S NEGLIGENCE OR STRICT LIABILITY, WHETHER THE NEGLIGENCE OR STRICT LIABILITY IS ACTIVE, PASSIVE, JOINT, CONCURRENT OR SOLE, AS WELL AS CLAIMS RESULTING FROM OR RELATED TO A PRESENT OR SUBSEQUENT CONDITION, DEFECT, RISK OR HAZARD ON, UNDER OR ASSOCIATED WITH GVEC'S LANDS OR FACILITIES, WHETHER PATENT OR LATENT.**
- c. The Member's Installation shall be equipped with protective features (maintained at all times in good working order) designed to prohibit connection to a de-energized electrical circuit owned and operated by GVEC, including but not limited to the disconnect set forth in Section 5(d) below.
- d. A manual, lockable disconnect must be installed by the Member between the Member's Installation and the GVEC electric power distribution system and maintained at all times in good working order.

e. The Member shall be responsible for any new homeowner, lessee, or tenant (the "Occupant") complying with all the Member's obligations hereunder and signing a then-current Interconnection/Installation Agreement with GVEC, each time a new occupant resides in a home with an Installation.

6. **Right of Access** – GVEC may but has no responsibility to send an employee, agent, or contractor to the premises of the Member at any time, whether before, during, or after the time the Installation first produces energy, to inspect the Installation and observe the Installation's setup, commissioning (including any testing), startup, operation, and maintenance.

At any time, GVEC shall have access to the Member's premises for any reasonable purpose related to the Installation described in this Agreement, the Rules as defined in Section 2 above, or to provide service to its members.

7. **Disconnection of Installation** – The Member retains the option to disconnect its Installation from GVEC, provided that the Member notifies GVEC of its intent to disconnect by giving GVEC at least thirty (30) days prior, written notice and the opportunity to be present when such disconnection occurs.

GVEC in GVEC's sole discretion shall have the right to disconnect or cause the Member to disconnect the Installation, in either case at the Member's sole cost and expense and suspend use of the Installation at any time or for any reason, including but not limited to cases where continued use of the Installation will endanger persons, property, or affect the integrity of the GVEC electric power distribution system. During a planned outage, GVEC shall have the right to suspend use of the Installation and disconnect or cause the Member to disconnect the Installation from GVEC distribution system, but GVEC shall make reasonable effort to provide the Member with prior notice of such disconnection.

8. **Monitoring** – Member shall install one (1) meter socket for PV monitoring and one (1) meter socket for battery storage monitoring (when applicable) to measure the output of the Installation. GVEC shall install a revenue meter on GVEC's side of the Point of Interconnection and a monitoring meter on each PV and/or battery storage system(s) where applicable. A sample block diagram illustrating a typical installation is shown in Appendix A.
9. **Purchase of Energy by GVEC from the Installation – The Member agrees to sell GVEC any** excess energy produced by the Installation at GVEC's current wholesale power avoided cost, which is calculated by taking the weighted average of GVEC's wholesale power costs, but only to the extent GVEC desires to purchase such energy in GVEC's sole discretion. GVEC will not be responsible to the Member for any generation or battery storage that does not occur for any reason, including but not limited to outages, planned or unplanned.
10. **Environmental Attributes and Member Data** – Unless otherwise claimed by the Member, GVEC shall be permitted to claim and use any environmental attributes, including but not limited to Renewable Energy Credits as defined in 16 Texas Administrative Code § 25.5, related to the Installation. GVEC may register the Installation with the Public Utility Commission of Texas, ERCOT, or other applicable entities as necessary to verify and record the environmental attributes. If required by the applicable entity, GVEC may provide Member data, including but not limited to name, address, phone number, installation

capacity and production amounts. Member agrees to the registration of the Installation and the release of Member data.

11. **Effective Term and Termination Rights** – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving GVEC at least thirty (30) days prior written notice; (b) GVEC may terminate this Agreement for any reason at anytime. In the event of termination, the Member shall disconnect the Installation, at the Member's sole cost and expense, or GVEC may choose to do so at the Member's sole cost and expense.

12. **Fees: The Member agrees to pay the following fees as part of the interconnection:**
\$150 for new installations
\$50 for renewable rate change/transfer

Note: These fees do not include systems larger than 50 kW. Larger Systems may not be installed until fees are determined and the Installation is approved by GVEC.

13. In regard to any dispute raised under this Agreement, which dispute is not resolved within thirty (30) days after the other party receives notice of such dispute, then, within thirty (30) days after the expiration of said thirty (30) day period, GVEC and Member shall each select a disinterested arbitrator and such two arbitrators shall select a third disinterested arbitrator (and if either party fails to select an arbitrator, then the party who timely selected an arbitrator shall select an additional arbitrator, and both arbitrators shall select a third), such three (3) arbitrators being collectively referred to as "the Panel". Notwithstanding the foregoing, the parties may collectively choose a single arbitrator if the parties are able to agree on a single arbitrator, and that arbitrator shall be considered "the Panel." The Panel shall deliberate within sixty (60) days after being empaneled and during such time the parties may submit evidence and/or testimony in support of their positions in compliance with the rules of the American Arbitration Association (the "AAA"), or other similar association if the AAA does not exist. A majority vote of the Panel shall determine the resolution of such dispute in accordance with the rules of the AAA (or other similar association if the AAA does not exist), and all parties shall be bound by such majority decision. **GVEC AND MEMBER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO FILE A LAWSUIT OR SEEK RELIEF UNDER ANY OTHER VENUE OTHER THAN THAT PROVIDED FOR IN THIS SECTION FOR A DISPUTE ARISING OVER THE CONTENT OF THIS AGREEMENT. THE PARTIES UNDERSTAND THAT BY AGREEING TO BINDING ARBITRATION, ALL PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.** GVEC and Member will each be responsible for their own costs and expenses related to the arbitration, but they will each pay half of the total arbitration fees.
14. One-line drawings should show the most current drawing(s) available as of the signing of this installation/interconnection agreement. GVEC and Renewable Generator/Owner agree that the drawing(s) may be updated to meet design changes that occur during construction. Renewable Generator/Owner understands and agrees that any changes that substantially affect the protective or functional requirements required by GVEC will need to be reviewed and accepted in writing by GVEC. Systems larger than 50 kW will be assessed on a per-case basis at the time of application.

15. The battery(ies) shall be wired in such a way that they discharge to the maximum possible continuous output of the system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member/Owner

BY: _____

TITLE: _____

DATE: _____

Guadalupe Valley Electric Cooperative, Inc.

BY: _____

TITLE: _____

DATE: _____