

IPC KIT # _____
Asset Suite # _____
Contracting Agent _____

HOST FACILITY OWNER MEMORANDUM OF AGREEMENT

This HOST FACILITY OWNER MEMORANDUM OF AGREEMENT (the "Agreement") is entered into be effective as of the day of _____, 20____ ("Effective Date") between **Idaho Power Company**, an Idaho corporation ("IPC"), and _____, a(n) ("Host Facility Owner"). The undersigned may also be referred to individually as a "Party" or collectively as the "Parties." Unless explicitly noted otherwise, the term "days" refers to calendar days.

1. Background and Purpose

Host Facility Owner has made application into, and desires to participate in, IPC's Solar 4R Schools (as defined below) program; and

Pursuant to Host Facility Owner's Solar 4R Schools application, IPC desires to provide a third-party contractor to install a small generation photovoltaic system, with the data monitoring capability enabled, on or at Host Owner Facility's site; and

Host Facility Owner desires to use the installed small generation photo-voltaic system to educate Host Facility Owner's teachers and students about renewable energy in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged, IPC and Host Facility Owner agree as follows:

2. Definitions

- 2.1. Intellectual Property Rights. Patents, copyrights, trademarks, trade secrets, trade dress, mask works, moral rights, processes, techniques, designs, rights of attribution or integrity, or other intellectual or industrial property rights or proprietary rights.
- 2.2. IPC Data. All data and information, including but not limited to:
 - (a) Data regarding IPC, its customers or vendors (other than Host Facility Owner) that is either: (i) furnished, disclosed, or otherwise made directly or indirectly available to Host Facility Owner by or on behalf of IPC under this Agreement; or (ii) collected or created by Host Facility Owner on behalf of IPC during the term of this Agreement; and
 - (b) CEII. All Critical Energy/Electric Infrastructure Information, as defined by the Code of Federal Regulations, Title 18, Section 388.
- 2.3. Content. Any and all energy production data or information produced, generated by, or resulting from the Host Facility Owner's PV System (defined below), and all data or information generated by any associated software applications related to the enabled data monitoring function associated with the Host Facility Owner's PV System.
- 2.4. Commercial Operation. The (a) the materials and equipment for the PV System have been installed in accordance with this Agreement, (b) are operational, and (c) completed and have been tested as set forth in Idaho Public Utilities Commission No. 29, Tariff No. 101, Schedule 68, *Interconnections to Customer Distributed Energy Resources*, as updated from time to time ("Schedule 68").
- 2.5. Commercial Operation Date. The date of Commercial Operation of the PV System. Environmental Attributes. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water attributable to the PV System which are deemed of value by a Renewable Energy Certificate purchaser, and any credits or benefits for renewable resources. Environmental attributes include, but are not limited to: i) any avoided emissions of pollutants into the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat

in the atmosphere; and iii) the Renewable Energy Certificate reporting rights to these avoided emissions. Subject to the foregoing, Environmental Attributes do not include any energy, capacity, reliability, or other power attributes from the PV System or any production tax credits associated with the construction or operation of the PV System.

- 2.6. Green Power Program. IPC sponsored program that allows IPC customers to offset their electrical power use with renewable energy, as defined by Idaho Public Utilities Commission No. 29, Tarriff No. 101, Schedule 62, *Green Energy Purchase Program Rider (Optional)*, as updated from time to time. Under this program, IPC customers must pay an additional fee on their monthly power bill that will be used to purchase renewable energy certificates and support Solar 4R Schools.
 - 2.7. Host Facility Owner. The school or educational facility selected by IPC to receive and maintain a PV System.
 - 2.8. Host Facility Owner Obligation Period. The period of time for performance and completion of all Host Facility Owner obligations under this Agreement. Such period extends for a term of five (5) years from and after the date that title to the PV System passes from IPC's Contractor to Host Facility Owner, thereby effecting the legal transfer of ownership.
 - 2.9. IPC's Contractor(s). Any person or entity who has entered a contractual relationship with IPC to perform any portion of the PV System Installation (defined in Section 2.1 below), including but not limited to, subcontractors, suppliers, and consultants, at any and all tiers.
 - 2.10. Renewable Energy Certificate. Environmental Attributes associated with the power generated from the PV System together with the Renewable Energy Certificate reporting rights associated thereto. Renewable Energy Certificate also includes any tradable or other credits for renewable resource generation attributable to the PV System, specifically including Renewable Energy Certificates, and including without limitation any credits for meeting portfolio or other standards requiring renewable resource content now or in the future. Renewable Energy Certificates are accumulated on a kWh basis or equivalent basis and one Renewable Energy Certificate represents the Environmental Attributes associated with actual or deemed generation of one MWh of electricity generated by the PV System, or the claimed displacement of power.
 - 2.11. Solar 4R Schools. IPC's energy education program that provides an educational curriculum to teach students about renewable resources and clean energy and provides for the installation of a PV System, enabled with a data monitoring function and supplied by IPC on the rooftop, or other location mutually agreed to by the Parties on or at the Host Owner Facility's site..
 - 2.12. Project Champion. The main Solar 4R Schools contact for the Host Facility Owner selected to receive a PV System by IPC. The Project Champion is the individual who applies for participation by the Host Facility Owner in the the Solar 4R Schools energy education program, and is the designated contact between IPC and the school to facilitate Host Facility Owner's involvement
 - 2.13. PV System. Photovoltaic system to be sized between five (5) kilowatts ("KW") and ten (10) KW, to be installed and located at Host Facility Owner's site.
3. **IPC Obligations.**
- 3.1. PV System Installation. Pursuant to a separate definitive agreement executed between IPC and IPC's Contractor, IPC shall oversee all work performed by IPC's Contractor for the installation of a PV System at Host Facility Owner's site, including without limitation, the installation of all related components thereto ("PV System Installation").
 - 3.2. Education. IPC acknowledges and agrees that it will coordinate with Bonneville Environmental Foundation ("BEF") to administer certain renewable energy educational training sessions, to be conducted by BEF and BEF shall provide to Host Facility Owner, all associated educational materials available and necessary for Host Facility Owner to develop its own renewable energy education curriculum. Such educational materials shall include, but not be limited to: i) one Solar 4R School solar energy science kit; ii) one activity guide; iii) Host Facility Owner training workshop(s); and iv) a direct link to Host Facility Owner's website on the Solar 4R Schools' website or other IPC website location.
4. **Host Facility Owner Obligations.**
- 4.1. Access and Reporting. Host Facility Owner will provide to IPC's Contractor access to its site for the purposes of performing all site and site-related design, construction, and associated permitting activities in connection with the PV System Installation. Additionally, Host Facility Owner acknowledges and agrees that IPC, IPC's Contractor

and any of IPC's or IPC's Contractor's employees, inspectors, subcontractors, representatives shall have access to the area in an around the work site at all times during the PV System Installation. Furthermore, Host Facility Owner acknowledges and agrees that the work site area will be kept free of any and all debris on a daily basis during the PV System Installation. Host Facility Owner will allow IPC to inspect and review the PV System during the PV System Installation.

Upon reasonable request by IPC during the Host Facility Owner Obligation Period, Host Facility Owner shall provide to IPC access to the PV System, and any Content as may be requested by IPC.

Host Facility Owner shall comply with all utility requirements set forth in Schedule 68, , as updated from time to time, including access to the PV System production meter and disconnect switch.

- 4.2. PV System Compliance. Host Facility Owner agrees to take electrical service under Idaho Public Utilities Commission No. 29, Tariff No. 101 Schedule 84 – *Customer Energy Production Net Metering* rate schedule, as updated from time to time.

Additionally, Host Facility Owner shall comply with all utility requirements set forth in Schedule 68, as updated from time to time, including access to the PV System production meter and disconnect switch.

- 4.3. PV System Ownership. The Parties hereby acknowledge and agree that title to the PV System shall pass from IPC's Contractor to Host Facility Owner by written instrument, upon the Commercial Operation Date of the PV System. Upon transfer of legal ownership to Host Facility Owner, IPC and IPC's Contractor hereby relinquish any and all rights and responsibilities associated with the ownership of the PV System, but IPC shall retain any surviving obligations in accordance with this Agreement. Upon such transfer of title by IPC's Contractor, Host Facility Owner will assume legal ownership of the PV System, and accept any and all rights and responsibilities associated with the same. Host Facility Owner will not sell, assign, or transfer ownership of the PV System to any other entity without the prior and express written consent of IPC.

- 4.4. Operations and Maintenance. During the Host Facility Owner Obligation Period, Host Facility Owner agrees at its sole cost and expense, to operate, maintain and repair the PV System in full compliance with both the original equipment manufacturers' ("OEM") instructions, and any instructions provided by IPC's Contractor, to ensure all OEM warranties passed through by IPC from IPC's Contractor remain in full force and effect. During the Host Facility Owner Obligation Period, the Host Facility Owner will operate the PV System for the purpose of powering electrical equipment at its PV System site or feeding electricity back into the electrical power grid for purposes of offsetting the Host Facility Owner's electrical usage. In the event the rooftop or any other portion of the physical structure supporting the PV System is repaired, replaced, or otherwise modified during the Host Facility Owner Obligation Period, Host Facility Owner is responsible, at Host Facility Owner's sole cost and expense, for: i) ensuring the PV System is removed and reinstalled by a qualified photovoltaic repair technician, and ii) having the PV System returned to full Commercial Operation no later than sixty (60) days following completion of the rooftop maintenance or other repairs. Host Facility Owner will maintain the property where the PV System is located so as to not obstruct the PV System's access to sunlight thereby maintaining a solar envelope over the PV System equivalent or substantially similar to that contained in the sun chart on record for the facility.

- 4.5. Environmental Attributes. The Parties hereby acknowledge and agree that all Environmental Attributes associated with the ownership and operation of the PV System shall be the sole responsibility of the Host Facility Owner. Host Facility Owner agrees that any and all Renewable Energy Certificates generated from the operation of the PV System will be used for the purpose of offsetting or mitigating environmental impacts of Host Facility Owner's energy use.

Host Facility Owner agrees that it will not resell, trade, assign, or transfer any and all associated Renewable Energy Certificates, or any portion thereof, to any other party during the Host Facility Owner Obligation Period. Additionally, Host Facility Owner acknowledges and agrees that any and all green attributes from the PV System will remain with Host Facility Owner for the duration of the Facility Owner Obligation Period, unless sold or otherwise transferred to IPC.

- 4.6. PV System Documentation. Host Facility Owner shall coordinate with IPC's Contractor to ensure it receives any and all operation and maintenance documentation related to the PV System (collectively, "PV System Documentation") from IPC's Contractor. PV System Documentation shall include, without limitation: i) a PV System operation and maintenance handbook; ii) copies of all state and local notices (with verification) that the PV System has passed any and all relevant state and local inspections and requirements; and iii) copies of and

and all equipment and workmanship warranties associated with the PV System provided by IPC's Contractor to IPC and passed through to Host Facility Owner.

- 4.7. PV System Energy. Host Facility Owner shall maintain the PV System and monitor any and all associated services for the PV System array for a minimum period of five (5) years from commencement of the Host Facility Owner Obligation Period.
- 4.8. Data Monitoring System Maintenance. At all times during the Host Facility Owner Obligation Period, Host Facility Owner shall maintain, at its sole cost and expense, an internet connection to the data monitoring function related to the PV System, and ensure it has the proper network security settings to allow the data monitoring function to send outgoing data. Host Facility Owner shall provide on-site support services related to the data monitoring function associated with the PV System, which such support services shall include, without limitation: i) making all necessary modifications to the network settings to ensure uninterrupted operation of the data monitoring function, ii) providing services to power cycle the data monitoring function, iii) ensuring data cable and wire connections are secure to ensure the data monitoring function is fully operational at all times, iv) providing support services to troubleshoot software issues on the Host Facility Owner's internet connection gateway, and v) replacing the Host Facility Owner's internet connection gateway with a new device in the event the data monitoring function of the PV System becomes inoperable.

In the event data monitoring system hardware replacement is necessary during the initial five (5) year period of data monitoring, Host Facility Owner will replace such equipment at its sole cost and expense. Host Facility Owner will provide IPC electronic access to the data monitoring system. Host Facility Owner acknowledges and agrees that IPC may share the Content with third parties for educational purposes in accordance with its rights under Section 5.1 below.

- 4.9. Promotion and Public Awareness. Host Facility Owner will coordinate with IPC to jointly promote and support public awareness of the PV System, which such public promotion and support may include, but not be limited to; i) issuing press releases and hosting press events, ii) performing cases studies, and iii) engaging in any other identified opportunities to highlight and promote the PV System. Further, Host Owner Facility will properly credit the contributions of IPC, the Green Power Program, and the Solar 4R Schools program in any and all promotional materials Host Facility Owner may develop and distribute during the Host Facility Owner Obligation Period.

5. **Educational Program Development**. The Parties agree that the value of a community renewable energy system comes in the form of educating students, teachers, and the public about energy conservation and renewable energy generation.

Host Facility Owner agrees to facilitate teacher participation in up to six (6) hours of Renewable Energy Training.

Additionally, Host Facility Owner shall integrate the renewable energy curriculum into its own education programs in accordance with the agreed upon educational deliverables outlined in the Host Facility Owners Solar 4R Schools application, attached and incorporated into this Agreement as ***Exhibit A – Solar 4R Schools Application***.

- 5.1. License to Use Applications and Content. By accepting the PV System pursuant to this Agreement, Host Facility Owner hereby grants to IPC a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable license (with the right to sublicense) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute (through multiple tiers) and display, without compensation of any form, the Content as part of the Solar 4R Schools program and in all media whatsoever, without limitation as to geographic scope, duration, or frequency of usage in connection with IPC's promotion, marketing, use, or expansion of the Solar 4R Schools program, or for any other purposes as IPC may elect in connection with its business or marketing and promotion efforts or otherwise. Host Facility Owner represents and warrants to IPC that Host Facility Owner owns all Content provided to IPC in connection with the Solar 4R Schools program and/or has the unencumbered legal right to grant the above-referenced license with respect to all such Content provided. Host Facility Owner further represents and warrants to IPC that such Content does not infringe any third-party copyrights or other third-party intellectual property rights. If Host Facility Owner has specific security concerns regarding use of its business name, logo, or other identifiable marks of Host Facility Owner in IPC marketing materials, Host Facility Owner may request an exception to this term.

If Host Facility Owner Does Not Agree: IF THESE TERMS CONTAINED IN THIS AGREEMENT ARE NOT ACCEPTABLE TO A PROSPECTIVE HOST FACILITY OWNER IN FULL, THEN SUCH PROSPECTIVE HOST FACILITY OWNER MUST EITHER REFRAIN FROM SUBMITTING, OR IMMEDIATELY WITHDRAW, ITS SOLAR 4R SCHOOLS APPLICATION, ATTACHED HERETO AS EXHIBIT A.

6. **Term and Termination.** This Agreement will commence on the Effective Date and will continue for a term of five (5) years or until terminated as set forth herein.
 - 6.1. Termination for Cause. If either Party materially breaches this Agreement, and the material breach is not cured within ten (10) days after the non-breaching Party gives the breaching Party written notice thereof, the non-breaching Party may elect to terminate this Agreement by giving the breaching Party notice thereof, the non-breaching Party notice of the termination; provided, however, that if the nature of the breach is such that it could not reasonably be cured within the ten (10) day period, then the non-breaching Party may terminate this Agreement immediately upon providing written notice to the breaching Party. If IPC terminates this Agreement for breach by Contractor and it is later determined at Host Facility Owner did not breach the Agreement, or breach was excusable, the rights and obligations of the Parties will be the same as if the termination has been issued for the convenience of IPC pursuant to Section 4.2 below.
 - 6.2. Termination for Convenience. IPC may elect to terminate or suspend this Agreement, in whole or in part, at any time without cause and without penalty, on ten (10) days' written notice to Host Facility Owner.
 - 6.3. Effect of Termination.
 - (a) Upon termination or expiration of this Agreement, all obligations of the Parties (other than those obligations that expressly or by nature survive termination) shall terminate and at IPC's election, Contractor shall return all materials, files and other information specific to this Agreement, which shall be owned by IPC. Upon request by IPC, Host Facility Owner shall certify in writing that it has returned all information obtained from IPC.
7. **Confidentiality.** Except as otherwise provided in this Agreement, IPC Data is and shall be treated as confidential, regardless of whether marked as "CONFIDENTIAL" or otherwise. IPC Data in oral, visual, or electronic format shall also be confidential. IPC may disclose copies of this Agreement and related documents to regulatory bodies having jurisdiction of IPC pursuant to the confidentiality and/or protective agreements or orders issued by those regulatory bodies.
 - 7.1. Obligations. Host Facility Owner and all those working for or with Host Facility Owner, who may have access to IPC's confidential information (including without limitation IPC Data, except to the extent provided in this Agreement) shall not disclose it to any person, firm or corporation, nor use the confidential information for any purposes other than as necessary, as defined in this Agreement. Host Facility Owner shall take affirmative steps to protect and safeguard all IPC information and at minimum use the same degree of care it uses to prevent the unauthorized use, dissemination, or publication of its own confidential information, and, in any event, not less than the level of care standard in Host Facility Owner's industry. Host Facility Owner shall limit disclosure of IPC information to officers, directors, employees, or agents who need to know such information and shall notify anyone with access to IPC information in writing that it is confidential. Upon expiration or termination of this Agreement, Host Facility Owner shall destroy or return all confidential information to IPC.
 - 7.2. Exceptions. The confidentiality obligations shall not apply to IPC information that: (i) is rightly known to the Host Facility Owner at the time of disclosure; (ii) is or becomes publicly known or available other than by the Host Facility Owner's act or fault or the Host Facility Owner's breach of this Section 5; (iii) is rightly received by the Host Facility Owner from a third party who was authorized to disclose such information and who is not subject to similar confidentiality obligations; (iv) is proven by written evidence to have been independently developed by the Host Facility Owner; or (v) is approved for disclosure by written authorization from IPC. In addition, confidential information may be disclosed by Host Facility Owner pursuant to law or any governmental or court order, provided that Host Facility Owner shall first give notice to IPC of such order and give IPC a reasonable opportunity to obtain a satisfactory protective order.
8. **Insurance.** Host Facility Owner will maintain "All Risk" property insurance covering the PV Systems at its full replacement value, at the Facility Owner's sole expense at all times during the Facility Owner Obligation Period and during such period, will immediately notify IPC of any substantial modification or cancellation of such insurance.
9. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement, to the extent practicable, shall be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action. Notwithstanding the foregoing, however, either Party may see provisional legal remedies if in such Party's judgement such action is necessary to avoid irreparable damage or preserve the status quo.
10. **Media and Communications.**

10.1. Public Relations. Any and all promotional activities associated with the PV System installation, within one (1) year following the Commercial Operation Date of the PV System, must be jointly approved by IPC and Host Facility Owner in advance thereof, and through their respective communications departments, including but not limited to; media events, flyers, press releases, web identification, and any subsequent public communication. The Parties hereby acknowledge and agree to jointly prepare, review, and release all press releases associated with the PV System and the Solar 4R Schools program.

10.2. Photography and Digital Recording Authorization. Host Facility Owner shall allow IPC or its representatives to attend and photograph, digitally record, videotape, audiotape or otherwise record using any technology now or hereafter in existence, the PV System installation and any associated public promotional event, including the Host Facility Owner's facilities and promotional event attendees ("IPC Recordings"), which may include students, teachers, parents and community members ("Event Attendees"). IPC shall own all right, title, and interest in and to the IPC Recordings made pursuant to this paragraph, and all copyrights and other intellectual property rights in and to the same, including without limitation, the right to copy, edit, distribute, publicize and otherwise use (collectively defined as, "Use") the IPC Recordings. Upon IPC's request, Host Facility Owner shall provide to IPC any digital photographs of the PV System installation and any associated promotional event, whether owned and taken by Host Facility Owner, or otherwise held in Host Facility Owner's possession ("Host Facility Owner Recordings"). Host Facility Owner hereby grants to IPC a nonexclusive, fully-transferable, perpetual, royalty-free, irrevocable, and world-wide license (with rights to sublicense), to Use the Host Facility Owner Recordings for the purpose of publicizing, marketing, and promoting the Solar 4R Schools program, and IPC.

10.3. Copyright/Trademarks. IPC, the IPC logo, and any and all related logos, slogans, graphics, page headers and service names displayed on the Solar 4R Schools program weblink on IPC's website are trademarks of IPC and its affiliates. Use or reproduction without permission is strictly prohibited. For purposes of clarity, Solar 4R Schools program logo is owned by BEF. Use or reproduction of the Solar 4R Schools program logo without permission is strictly prohibited. All items in or on Solar 4R Schools program weblink supplied by IPC and appearing on IPC's website, including, but not limited to, text, images, graphics, audio, and video, may not be used, reproduced, displayed, or modified without the prior written permission of IPC. IPC's trademarks and trade dress may not be used in connection with any service that is not owned by IPC, may not be used in any manner that is likely to cause confusion among customers, and may not be used in any manner that disparages or discredits IPC. If Host Facility Owner would like to jointly market or promote the or use IPC's logo or trademarks in advertisements, written permission is required, and Host Facility Owner acknowledges and agrees that it will contact IPC's Corporate Communications department at (208) 388-5361.

10.4. Consent by Event Attendees; Release of Liability; Indemnification. Host Facility Owner shall secure and obtain from any and all Event Attendees, or their parent(s) or legal guardian(s), as applicable, the following: (i) the express prior written consent that IPC may Use the likeness, image, voice, appearance, and/or performance of each Event Attendee to the extent included in the IPC Recordings, Host Facility Owner Recordings, or any other materials related to the Solar 4R Schools program, and (ii) a written release and waiver of all claims against IPC and its affiliates and their agents, and authorized representatives with respect to the Use of the Event Attendees' likeness, voice, appearance, and/or performance in any IPC Recordings, Host Facility Owner Recordings, or any other materials related to the Solar 4R Schools program. Host Facility Owner agrees to indemnify, defend, and hold IPC harmless from, for, and against any and all claims, damages, or liability whatsoever associated with such Use including, without limitation, any and all claims, causes of action, and damages for defamation or for violation, infringement, or invasion of any copyright, trademark or other intellectual property, privacy, publicity, commercial use, or other right that an Event Attendee has or may ever have relating to or arising out of IPC's Use of Event Attendee's likeness, voice, appearance, and or performance to the extent included in the IPC Recordings or the Host Owner Facility Recordings, or both.

11. Miscellaneous.

11.1. Acknowledgement. Each Party has read this Agreement and has had an opportunity to consult legal counsel regarding the terms and conditions set forth herein.

11.2. Amendments. Modification or amendments to this Agreement shall be in writing and signed by authorized representatives of both Parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed to change any part of this Agreement or any rights or obligations under this Agreement.

- 11.3. Assignment. This Agreement is binding upon the Parties hereto, their successors and assigns. Neither this Agreement, nor any part hereof, may be assigned by Host Facility Owner, by operation of law or otherwise, without the express written consent of IPC.
- 11.4. Entire Agreement and Priority of Documents. This Agreement, together with any amendments, exhibits, and addenda constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous representations, commitments, writings, agreements and all other communications between the Parties. Section headings in this Agreement are for convenience only and in no way define, limit, construe, or otherwise affect this Agreement.
- 11.5. Governing Law and Venue. Enforcement and interpretation of this Agreement shall be in accordance with the laws of the state of Idaho notwithstanding its choice of law provisions. Exclusive venue shall be in Ada County, Idaho.
- 11.6. Non-Exclusive Agreement. This Agreement is not exclusive. Either Party may contract with other third parties for the receipt or provision of similar services.
- 11.7. Notices. All notices shall be in writing and sent:
- (a) By certified mail, return receipt requested, with postage prepaid, or
 - (b) By a nationally-recognized express courier for delivery within two business days, with delivery charges prepaid.

Notices shall be sent to the following addresses:

Idaho Power Company

Attention:
1221 W. Idaho St.
Boise, ID USA 83702

Simultaneously to:
Attention: Legal Department
1221 W. Idaho St.
Boise, ID USA 83702

Host Facility Owner:

Attention:
(Address)
(Address)

- 11.8. Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision is adjudged to be invalid, the remaining provisions in this Agreement shall remain in force.
- 11.9. Survival. Any obligation in this Agreement which may involve performance subsequent to termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, including without limitation, indemnification, confidentiality, and insurance, shall survive.
- 11.10. Waiver. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.
- 11.11. Attorney's Fees. In the event that legal action arises between the Parties related to this Agreement, the prevailing Party shall be entitled to recover attorney's fees and costs incurred in prosecution or defense of the legal action (including without limitation any fees on appeal).
- 11.12. Taxes. During the Host Facility Owner Obligation Period the Host Facility Owner shall pay any and all federal, state, and/or local taxes associated with the PV System and the facilities or property upon which the PV System will be located.
- 11.13. Disclaimer of Warranties. IPC NEITHER EXPRESSLY NOR IMPLICITLY WARRANTS THE PERFORMANCE OF THE INSTALLED PV SYSTEM, THE DATA MONITORING SYSTEM, OR ANY OTHER PART OR COMPONENT THEREOF. HOST FACILITY OWNER UNDERSTANDS AND AGREES THAT IPC IS NOT LIABLE OR RESPONSIBLE

FOR THE PROPER COMPLETION OF THE WORK PERFORMED BY IPC'S CONTRACTOR ARISING OUT OF OR RELATED TO THE PV SYSTEM INSTALLATION, DATA MONITORING SYSTEM INSTALLATION, OR THE PROPER PERFORMANCE OF ANY EQUIPMENT INSTALLED ON THE PV SYSTEM OR INTEGRATED INTO THE HOST FACILITY OWNER'S DATA MONITORING SYSTEM BY HOST FACILITY OWNER.

- 11.14. Disclaimer of Liability. NEITHER IPC NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS SHALL BE LIABLE TO HOST FACILITY OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO HOST FACILITY OWNER'S PARTICIPATION IN THE SOLAR 4R SCHOOLS PROGRAM, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOST FACILITY OWNER AGREES THAT HOST FACILITY OWNER'S PARTICIPATION IN SOLAR 4R SCHOOLS PROGRAM IS AT HOST FACILITY OWNER'S SOLE RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO HOST FACILITY OWNER.
- 11.15. Indemnification and Claims. Host Facility Owner shall indemnify, defend, and hold IPC, and its successors and their respective directors, officers, employees, representatives, and agents harmless from, for, and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Host Facility Owner.
- 11.16. Remedies. In the event Host Facility Owner breaches any of the provisions set forth in this Agreement and/or in the event of a permanent shutdown of the PV System, which shall mean that the PV System is not producing electricity for more than 360 consecutive days during the Host Facility Owner Obligation Period, IPC reserves the right to remove and transfer the PV System to another educational facility, at its own expense.

AGREED AND ACCEPTED to be effective as of the Effective Date.

(HOST FACILITY OWNER)

By: _____

Name: _____

Title: _____

IDAHO POWER COMPANY

By: _____

Name: _____

Title: _____