

**EPS Credit Purchase Agreement  
Grid Tied Systems of ≤ 5 KW**

**Customer (Please Print)**



A Subsidiary of Pinnacle West Capital Corporation

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (please include area code) \_\_\_\_\_

**System Installation Address/Site** (Initial here \_\_\_\_\_ if same as above)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Other Description (Township/Range/Quartersection) \_\_\_\_\_

**EPS Credit Purchase Amount**

PV Module Manufacturer/Model Number \_\_\_\_\_

Installers Name / Contractors License # \_\_\_\_\_

System Total Watts DC \_\_\_\_\_

Initial Meter Read \_\_\_\_\_ Customer agrees to report yearly read between January 1st and January 31st of each year.

EPS Credit Purchase Amount up to 50% of the cost or \$4.00 per watts DC \_\_\_\_\_

**Please include the following documents with your EPS Credit Purchase request:** 1) Copy of the system sales receipt indicating cost, make and/or model, system size and the installers name and their contractors license number. 2) A copy of your APS grid interconnection agreement.

I agree to the terms and conditions of this agreement on page two.

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

APS EPS program contact information and mailing address  
APS EPS Program  
P.O. Box 53999, Mail Station 8378  
Phoenix, AZ 85072-3999  
Phone: 602-250-4990 Fax: 602-250-2526  
[http://www.aps.com/my\\_community/Solar/Solar\\_31.html](http://www.aps.com/my_community/Solar/Solar_31.html)  
Rev 8, February 22, 2005

# EPS Credit Purchase Agreement Grid Tied Systems of $\leq 5KW$



A Subsidiary of Pinnacle West Capital Corporation

This purchase agreement ("Agreement") for Environmental Portfolio Standard ("EPS") credits is entered, by and between Arizona Public Service Company ("APS"), and Arizona corporation and (enter name)\_\_\_\_\_. The Arizona Corporation Commission ("ACC") has approved a program, which allows APS to purchase energy from new renewable resources, specifically Photovoltaic Systems (PV Systems) owned by the original PV System purchasing customer (EPS Credits). The parties agree as follows:

## Specifications

1. The PV System must be new and the customer must be the original purchaser of the system.
2. A licensed Arizona contractor or APS approved solar contractor must install the PV System.
3. The PV System must use UL approved components and meet NEC standards
4. The customer must have a Grid Interconnection Agreement with APS for the system.
5. APS will pay a one-time EPS Credit Purchase incentive equal to \$4.00/rated Watt DC.
6. For the above payment, APS will be able to apply EPS credits for the system per ACC guidelines for so long as the law requires that APS comply with the EPS program or APS is able to derive some regulatory, green house gas or emission reduction credits or other environmental benefit from the existence of this Agreement with Customer, whichever is longer.

## Term of Agreement

1. The application must be received within 180 days of system installation and this Agreement will become effective 30 days after APS has received and approved all properly prepared documentation.
2. This agreement will remain in force and effect until canceled by APS.

## Agreement Conditions

Applicant must be an APS customer and the installation must be in APS service territory.

1. Project must comply with program rules and local, state and federal regulations.
2. APS does not warrant or guarantee the amount of energy, energy savings or product reliability.
3. A completed application must be received by APS by December 31, 2005.
4. All products must be installed according to manufacturer's recommendations to qualify.
5. All equipment must be ordered and installed by December 31, 2005 to qualify for this program.
6. APS reserves the right to inspect and/or verify installation to determine EPS Purchase Credit Accuracy.
7. APS reserves the right to adjust the EPS Purchase Credit Amount of appropriate and has final authority on whether the requirements of the EPS Credit Purchase Program have been met.
8. All installations must meet applicable governmental statutes, codes, ordinances, and accepted engineering and installation practices. It is the installer and the customer's responsibility to ensure proper installation.
9. APS reserves the right to disallow participation to any customer not meeting program requirements.
10. APS reserves the right to change terms and conditions or discontinues the program without notice and without incurring any obligation.
11. APS is not responsible for any tax liability imposed on the customer as a result of the payments under this program.
12. APS does not endorse any particular manufacturer, product, or system in the program.
13. APS may publicize a customer's participation in the program, program results, payment amounts and any other information that reasonably relates to customer participation.
14. This program is not an offer to pay a credit purchase amount to any customer. Only upon acceptance of the application, execution of the agreement and compliance with all terms and conditions will the EPS Purchase Credit amount be payable by APS.

## Disclaimer

APS' SOLE OBLIGATION UNDER THIS AGREEMENT IS TO PAY THE ONE-TIME EPS CREDIT PURCHASE INCENTIVE. CUSTOMER WAIVES ALL OTHER CLAIMS AGAINST APS, AND APS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

APS SHALL HAVE NO OBLIGATION OR LIABILITY TO CUSTOMER OTHER THAN TO PAY THE EPS CREDIT PURCHASE INCENTIVE, INCLUDING ANY LIABILITY RELATED TO THE INSTALLATION OR OPERATION OF THE PV SYSTEM.