

Residential Rooftop Agreement for APS-Owned Solar

By signing below, _____ agree to let Arizona Public Service Company use the rooftop of the home at _____ (“Home”) under the terms set forth below. If the individual named above is a tenant and not the homeowner, the homeowner of the address listed above acknowledges the terms of this agreement with his or her signature below.

1. Use of Roof for Solar Only. APS will access the Home’s roof to install, maintain and operate a photovoltaic solar array, and connect that array to related electrical equipment. Homeowner will not install or permit the installation of any other solar array or any other type of electrical equipment without APS’s prior written consent.
2. Payment. In exchange for use of the Home’s roof, APS will provide a \$30 credit to homeowner(s) monthly APS electricity bill. If a particular monthly bill is less than \$30 before that month’s credit is applied, the unused credit will roll forward and credit the next monthly bill.
3. 20 Year Term; Home Ownership Transfers. The agreement will run for a term of 20 years from the date the solar array is installed. At the end of this agreement, APS will remove the solar array at its cost. If the ownership of the home changes, through a sale or otherwise, the subsequent homeowner(s) may elect to execute this same agreement in their name. If the subsequent homeowner(s) decline participation in the program, APS will remove the solar array at its cost. Either APS or the homeowner(s) may terminate this agreement with a 90 day written notice. Upon termination by either party, APS will remove the solar array at its cost and the \$30 credit will no longer be paid.
4. Maintenance and Roof Repair. During the 20 year term of this agreement, APS will maintain or upgrade its solar array as it deems appropriate. Maintenance will include trimming any vegetation, if needed to safely, conveniently, or effectively operate the solar array. Homeowner(s) agree to provide APS representatives unrestricted access to the Home’s roof to perform work under this agreement. Homeowner(s) also agree to not obstruct the solar array by, for example, planting trees or constructing nearby buildings that would block the solar array from the sun. Once during the term of the agreement, APS will (at its cost) remove the solar array for up to 90 days and then reinstall the solar array if the homeowner(s) need to repair or replace the roof.
5. APS Ownership of the Solar Array. The solar array will produce power for APS’s use. It will constitute “Utility Property,” as understood under Arizona law, and will remain APS’s personal property. Homeowner(s) agree to not tamper or interfere with the solar array in any manner. Neither the homeowner(s), nor APS, intend the solar array to become a fixture on the property, nor for the homeowner(s) to own the solar array. During the term of the agreement, APS will pay any property taxes due relating to the solar array.
6. Insurance. APS will provide property insurance for the solar array. Homeowner(s) will maintain homeowners’ insurance on the Property during the term of this Agreement. Every homeowner’s insurance policy is unique; please check with your insurance carrier to make sure you will not incur any additional premiums due to the addition of the solar array on your property.
7. Miscellaneous. Homeowner(s) represent that they own the Home and have the authority to sign this agreement. This is the only agreement between APS and the homeowner(s) regarding the placement of the solar array on the roof. There are no other written or verbal agreements. This agreement may only be amended in a writing signed by both parties.

Homeowner signature:

Signature

Date

Printed Name

Tenant signature (if applicable):

Signature

Date

Printed Name