



# COMMUNITY SOLAR CUSTOMER AGREEMENT

Between Clearway Community Solar and \_\_\_\_\_

Agreement Date: \_\_\_\_\_ NY Agreement No: \_\_\_\_\_

## CONTACT US

Customer Support:  
customersupport@clearwayenergy.com  
855-712-7508

**Mailing Address:**  
Clearway Community Solar  
P.O. Box 3528  
Houston, TX 77253

**Customer:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### Customer Mailing Address:

Street Address \_\_\_\_\_

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

### Address of Electric Utility Account:

Street Address \_\_\_\_\_

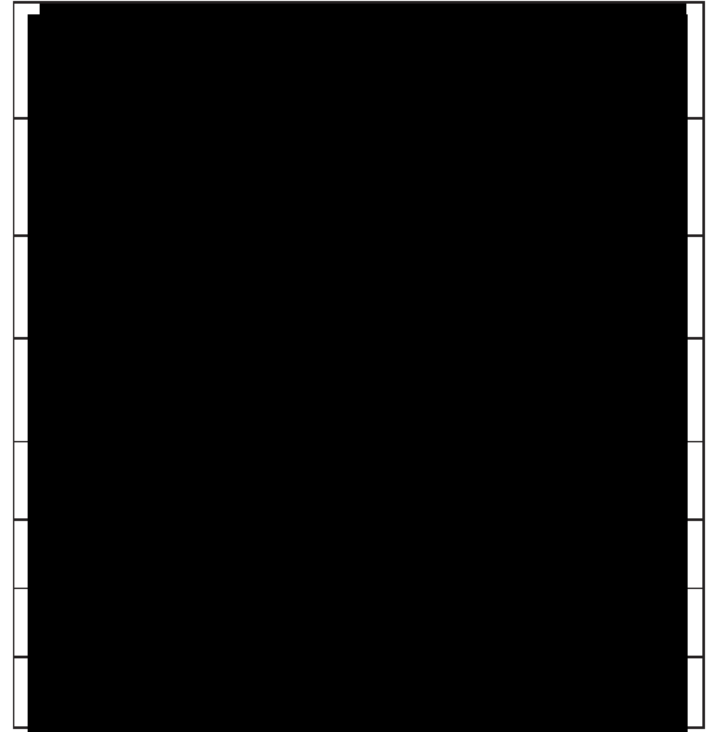
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Utility Account No:** \_\_\_\_\_ ("Electric Utility")

**Name on Electric Utility Account:** \_\_\_\_\_

**Distribution Company:** \_\_\_\_\_

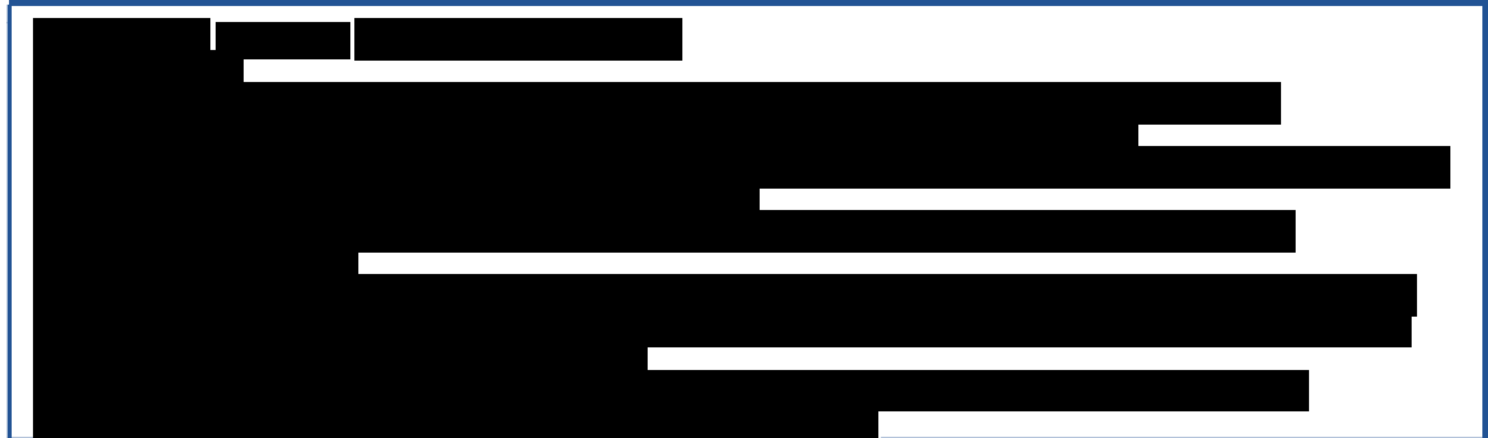
**NYISO Load Zone:** \_\_\_\_\_



**Customer Initials:** \_\_\_\_\_

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation Form for an explanation of this right.

## CLEARWAY COMMUNITY SOLAR AGREEMENT QUICK FACTS



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THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A NEW YORK COMMUNITY SOLAR SYSTEM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU SOLELY TO NET METERING CREDITS, WHICH MAY ONLY BE USED TO OFFSET YOUR OWN ELECTRIC UTILITY USAGE, AND YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE SYSTEM OR OTHER ATTRIBUTES OR COMMODITIES ASSOCIATED WITH THE COMMUNITY SOLAR SYSTEM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR SYSTEM OR ENTERING INTO THIS AGREEMENT.

### **Description of Community Solar System**

The Clearway Community Solar system (the "Community Solar System") will be a solar photovoltaic system located in your current distribution company service territory and New York Independent System Operator (NYISO) load zone (collectively, the "Service Territory"). The Community Solar System will be comprised solely of one or more Solar Electric Generating facilities under the New York net energy metering regulations, Public Service Law §66-j or §66-l, and applicable utility tariffs (the "Net Metering Rules"). For each kilowatt-hour of net excess electricity generated by the Community Solar System in a monthly billing period, the electric distribution company ("Distribution Company") will provide a net metering credit calculated pursuant to the Net Metering Rules (a "Net Metering Credit"). Subject to the terms and conditions of this Agreement, you will be allocated Net Metering Credits based on the actual monthly net excess generation of the Community Solar System and your Allocation Amount, as estimated on the cover page and calculated in accordance with Section 1 of this Agreement. Your allocated portion of the Net Metering Credits corresponds to the amount of net excess electricity generated by your Allocation Amount of the Community Solar System. The Net Metering Credits allocated to you will appear on your Distribution Company invoice and will offset usage that appears on that invoice.

## **TERMS AND CONDITIONS OF YOUR COMMUNITY SOLAR AGREEMENT ("AGREEMENT")**

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This Agreement is between "you" or "customer" (which includes the property owner and any co-owner listed above, together with any estates, heirs, successors and permitted assigns), and Clearway Community Solar LLC, a Delaware limited liability company located at 100 California Street, Suite 400, San Francisco, CA 94111 (together with its successors and assigns, "Clearway Community Solar", "Owner", "we" or "us"). The two parties are collectively the "Parties" and each a "Party" to this Agreement.

### **1. Contents of Agreement:**

Pursuant to this Agreement, in consideration for your payments, you will be entitled to receive a portion of the Net Metering Credits generated by the Community Solar System equal to your Allocation Amount. Your "Allocation Amount" shall be equal to an amount determined by us based on your historical monthly electricity consumption, as calculated by your Electric Utility. We may update your Allocation Amount from time to time to reflect your historical electricity consumption data.

Your Allocation Amount does not represent an ownership or other interest in the Community Solar System, or in any solar panel or other equipment or the real estate on which the Community Solar System is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar System or of any attributes or commodities associated with the Community Solar System or such electricity other than the Net Metering Credits. You acknowledge that this is a service contract and Clearway Community Solar is not a utility. This Agreement is comprised of the body of the Agreement and the following attached exhibits:

**Exhibit 1** is the Notice of Cancellation to be used if you decide to exercise your right to cancel this Agreement.

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**Exhibit 2** is an Automatic Payment Authorization which may be used if you decide to authorize deductions from your bank account.

**Exhibit 3** is the Disclosure Form that we must provide to you.

**2. Term:**

- a. The term of this Agreement (the "Term") begins on the Agreement Date shown above and, unless terminated earlier pursuant to the terms hereof, will end on [REDACTED] of the first full calendar month upon which commercial operation of the Community Solar System is achieved ("Production Start Date").
- b. We will advise you of the Production Start Date.
- c. This Agreement shall not be effective unless and until it is signed by you and by us. WE MAY REJECT THIS AGREEMENT BEFORE SIGNING IT. WE SHALL HAVE NO OBLIGATIONS UNDER THIS AGREEMENT UNLESS AND UNTIL WE SIGN THIS AGREEMENT.
- d. We may deliver a copy of the Agreement to you by electronic means (e.g., via email or download).

**3. Early Termination:**

- a. **Rescission.** You may rescind this transaction, without any penalty or obligation, by submitting the Notice of Cancellation to us at any time prior to midnight of the third (3rd) business day ("Rescission Period") after the signing of this Agreement. See Exhibit 1, the attached Notice of Cancellation form for an explanation of this right.

b. [REDACTED]

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[REDACTED]

9.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**4. Payments:**

- a. Following the Production Start Date, beginning on the first day on which Net Metering Credits are assigned to your utility account ("Service Commencement Date"), you are responsible for paying the amount shown on monthly invoices sent by us to you. You shall make the payments set forth on each monthly invoice on or before the due date set forth on such invoice. For each monthly billing period, you will be billed based on the dollar amount of your Net Metering Credits which shall be calculated using one or more of the following: (i) a report from the Electric Utility with the dollar amount of Net Metering Credits generated by the Community Solar System; (ii) an estimate of your Net Metering Credits generated by the Community Solar System; and/or (iii) we may ask you for your most recent utility bill and you must provide a legible copy or image within five (5) business days. We will use the information on your

[REDACTED] multiplied by (ii) the dollar amount of your Net Metering  
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Credits, as determined by your Electric Utility (each, a "Monthly Payment"). The Monthly Payment will vary from month to month.

- b. Payments may be made by your choice of check, money order, credit card, or debit card, or by authorizing us to charge amounts automatically to your credit or debit card or deduct amounts automatically from your checking or savings account. To authorize such automatic payments, you must either (1) complete the form attached as Exhibit 2 (authorizing automatic deductions from your bank account) and send it to the address provided on Exhibit 2 or (2) enroll in automatic payment via credit card, debit card, or automatic deductions from your bank account by logging into your customer portal account at [www.my-clearway.com](http://www.my-clearway.com) once we have notified you that the Production Start Date has been achieved for the Community Solar System. If you authorize automatic payments, then after the first three consecutive months of such payments, you will receive a credit of forty dollars (\$40) to your account on the following month's invoice. If you elect to make payments by check or money order, then you are responsible for mailing your payment to the following address:  
Clearway Community Solar Attention:  
Remittance Processing  
P.O. Box 4387  
Portland, OR 97208
- c. You agree to pay interest on payments more than thirty (30) days past due of 1% per month, but not more than the maximum interest rate permitted by law. You also agree to pay a return check fee or payment denial fee of twenty dollars (\$20), but not more than the maximum permitted by law, each time your bank refuses or returns your check or electronic debit payment (as applicable).
- d. Estimated Taxes: The Monthly Payments do not include applicable taxes. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and any other governmental charges on or related to this Agreement, as invoiced by us or imposed directly by your local jurisdiction, unless prohibited by law.
- e. Billing Adjustments: We will determine the amount of electricity generated by the Community Solar System based on a metering device at the location of the Community Solar System. In the event that we become aware of an error on an invoice for a prior billing period arising from a malfunctioning metering device, we will endeavor to promptly repair or replace the metering device, reasonably estimate the amount of electricity generated during that billing period and provide a billing adjustment on your next invoice.

#### **5. Customer Acknowledgments, Rights and Obligations:**

- a. Except as expressly set forth in the Agreement, you will not have any rights or obligations with respect to the development, financing, construction ownership, operation or maintenance of the Community Solar System.
- b. You have no ownership or other interest in the Community Solar System or the actual electric generation of the Community Solar System and other than your allocated portion of the Net Metering Credits, no right with respect to any attribute or commodity associated with the Community Solar System or such electric generation, nor shall you have any right to access the Community Solar System.
- c. You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar System with any regulatory requirements affecting this Agreement and in effect from time to time. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and your receipt of Net Metering Credits hereunder.
- d. You acknowledge that you are solely responsible for maintaining your customer account with your Distribution Company and you understand that the Net Metering Credits you are allocated under this Agreement may only cover a portion of the usage appearing on your Distribution Company invoices and any charges not covered by the Net Metering Credits are your responsibility.
- e. You agree that we may obtain your utility account information, historical electricity consumption data, current and historical electricity rate data, historical billing data, and other utility-related data from your Electric Utility and/or an authorized third party. You further authorize us to share this data with our affiliates, financiers, lawyers, accountants, and agents, subject to the requirements of applicable law and only to the extent reasonably required to facilitate service to you under this Agreement. The authorizations in this Section 5(e) shall be valid during the Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement.

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- f. If the Distribution Company account number at your current residence changes, then you are obligated to provide us with written notice of your new Distribution Company account number. We will coordinate with the Distribution Company to have Net Metering Credits reassigned to your new account. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.
- g. You acknowledge that we intend to retire for your benefit and on your behalf all solar renewable energy certificates or "SRECs" attributable to the electricity generated from your Allocation Amount, and you agree not to take any actions to restrict our retirement of SRECs on your behalf (including attempting to sell SRECs from the Community Solar System). You agree that, as between you and us, we are the owner of, and have the sole right to claim and receive any and all tax, environmental or other attributes or credits, grants, subsidies, renewable energy attributes or credits (excluding SRECs), carbon offset credits, rebates, capacity payments or other benefits related to the Community Solar System and/ or the electricity generated by the Community Solar System (collectively, "Incentives"), and any other benefits of ownership of the Community Solar System, both presently and in the future. You agree not to make any claims or representations to the contrary, or take any actions, which would conflict with our rights to any Incentives. See the Guidelines for Renewable Energy Claims published by the Center for Resource Solutions for more information regarding SRECs: <http://resource-solutions.org/wp-content/uploads/2015/07/Guidelines-forRenewable-Energy-Claims.pdf>.
- h. By signing this Agreement, you agree that, as allowed by applicable law, we may periodically: (a) access your consumer credit report(s) and credit score(s) with all or any of the following entities: Experian, TransUnion, Equifax, FICO, or any other entity that provides consumer financial information; (b) furnish information related to your account to credit reporting agencies; and (c) disclose information obtained to our affiliates and our actual or prospective financing partners, investors, insurers, and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. We may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll- free, 1-888-5-OPTOUT (1-888-567-8688).

#### **6. Clearway Community Solar's Rights and Obligation:**

- a. We will provide a web-based online monitoring platform, accessible by you and other customers, so you and each other customer can view the Community Solar System's periodic energy production.
- b. We will claim and receive any and all Incentives, and any other benefits of ownership of the Community Solar System, both presently and in the future.

#### **7. Customer Representation:**

By signing this Agreement, you represent that you (i) are an individual at least eighteen (18) years of age, and (ii) have authority to make decisions pertaining to the Electric Utility account shown on the cover page.

#### **8. Assignment:**

We may assign, sell, pledge or transfer this Agreement without your consent and without prior notice to you. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. You may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without our prior written consent, which we may withhold in our sole discretion.

#### **9. Insurance Risk of Loss:**

We will insure the Community Solar System and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar System during the Term.

#### **10. EVENTS OF DEFAULT; REMEDIES:**

- a. YOU WILL BE IN DEFAULT OF THIS AGREEMENT IF YOU SELL, PLEDGE, ASSIGN, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. Additionally, you will be in default if:
  - (i) you do not make a payment within twenty (20) days after the date the payment is due;

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- (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) days after you receive written notice;
  - (iii) you provide false or misleading information to us; or
  - (iv) you voluntarily commence bankruptcy, insolvency, reorganization, stay, or similar debtor- relief proceedings, or if any of the foregoing proceedings are brought involuntarily against you, or if you become insolvent or generally do not pay debts as they become due, or admit in writing your inability to pay debts, or make an assignment for the benefit of creditors.
- b.** To the fullest extent permitted by applicable law (and after waiting any period and providing you with any notice required by applicable law), if you are in default under this Agreement, we have the right to take one or more of the following actions and any other action available to us under this Agreement or at law or in equity:
- (i) take action to prevent loss, correct your default, or otherwise enforce performance of this Agreement, by court action or otherwise;
  - (ii) terminate this Agreement and your interest in the Net Metering Credits;
  - (iii) in the case of a default caused by your failure to make timely payments under this Agreement, collect the late payment charge described in Section 4(c); and
  - (iv) in the case of a default caused by anything other than your failure to make timely payments under this Agreement, seek damages calculated to reflect the cost to us of covering for your default, based on:
    - (1) all accrued and unpaid payments under the Agreement, taxes, fees, penalties, interest and all other amounts then accrued or due and owing under this Agreement;
    - (2) the net present value of payments you would have paid under this Agreement for the remainder of the Term, based on the estimated first-year electricity output set forth on the cover page, subject to estimated Community Solar System panel degradation of five tenths of one percent (0.5%) per year, and discounted by five and one half percent (5.5%) per annum;
    - (3) the loss or recapture of (x) the federal investment tax credit described in Section 48(a)(3)(A)(i) of the internal Revenue Code of 1986 (as amended), (y) an incentive awarded under the NY-Sun Commercial/ Industrial Program, administered by the New York State Energy Research and Development Authority, and (z) any other incentives or benefits the loss of which is attributable to your breach; and
    - (4) all reasonable costs and expenses we incur due to your default, including costs and expenses to prevent loss, correct your default, or take other action permitted under this Agreement.
- c.** If we choose to exercise a remedy, we are not restricted from exercising other remedies (to the fullest extent permitted by applicable law). If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future. If any of the remedies set out herein are not permitted under applicable law (including in the case of any remedy that is considered an accelerated payment and prohibited by law), we reserve the right to pursue any and all other remedies set out in this Agreement and those remedies available at law and in equity, in each case to the fullest extent permitted by applicable law.

**11. Force Majeure:**

We shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have

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the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

## 12. Governing Law:

This Agreement is governed by the internal laws of the State of New York without regard to principles of conflict of law, together with any applicable federal law.

## 13. Notices; Contact:

- a. All notices, requests, statements and other communications under this Agreement must be made in writing or to the email address provided by you and will be considered to have been properly given and received:
  - (i) If by hand delivery or email, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement;
  - (ii) if sent by mail, on the third (3) business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or
  - (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.
- b. Contact information: Clearway Community Solar P.O. Box 3528, Houston, TX 77253-3528 1-855-712-7508 [customersupport@clearwayenergy.com](mailto:customersupport@clearwayenergy.com)

## 14. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW: OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT; AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY.
- b. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR SYSTEM. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTY THE AMOUNT OF ELECTRICITY OR NET METERING CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR SYSTEM.

## 15. INDEMNIFICATION:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR SUCCESSORS AND ASSIGNEES, AND OUR AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## 16. Arbitration of Claims; Waiver of Jury Trial:

Any dispute, disagreement or claim should be made to us in writing to the address or telephone number set forth in Section 13. If any dispute, disagreement or claim between you and Clearway Community Solar arising out of or in connection with this Agreement cannot be amicably resolved by the Parties within ten (10) business days of our receipt of notice of your dispute, you have the option to file a complaint with the New York State Public Service Commission in accordance with Part 12, Section 12.1 of the PSC Regulations, Home Energy Fair Practices Act; otherwise you agree that any dispute that cannot otherwise be amicably resolved will be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association, if applicable (the "AAA Consumer Rules"). In the event of a conflict

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between the provisions of the AAA Consumer Rules and the provisions of this Agreement, the provisions of this Agreement shall govern. Any in-person arbitration proceedings shall be conducted at a location that is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by the AAA. This agreement to arbitrate is governed by the Federal Arbitration Act.

NYPSC:

Web address: [www.dps.ny.gov](http://www.dps.ny.gov)

Mailing address:

New York State Public Service Commission, Office of Consumer Services

Three Empire Plaza, Albany, NY 12223

Telephone number: 1-800-342-3377

While a dispute, disagreement or claim is being resolved under this Section 16, both Parties shall continue to perform their obligations under this Agreement. Any arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules.

**a.** YOU AND CLEARWAY COMMUNITY SOLAR AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS ARBITRATION CLAUSE REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CLEARWAY COMMUNITY SOLAR AS TO WHETHER CLASS OR COLLECTIVE ARBITRATION IS AVAILABLE UNDER THIS AGREEMENT, EITHER PARTY MUST SUBMIT SUCH DISPUTE TO A COURT HAVING JURISDICTION, AND DOING SO WILL NOT WAIVE THE RIGHT TO ARBITRATE ANY OTHER DISPUTE UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU OR CLEARWAY COMMUNITY SOLAR WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

**b.** The award of the arbitrator (the "Arbitration Award"): (i) shall be conclusive, final, and binding upon the Parties; and (ii) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitrator. Judgment on the Arbitration Award may be entered in any court having jurisdiction.

**c.** If you initiate the arbitration, you will be required to pay the first \$200 of any filing fee. If we initiate the arbitration, we will pay the initial filing fee. All other filing fees, administrative fees charged by the AAA, any AAA expenses, and arbitrator compensation and expenses of the arbitrator, including required travel and other expenses, as well as any costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section of the AAA Consumer Rules. We will each bear all of our own attorneys' fees and costs.

#### **17. Entire Agreement; Modifications in Writing; Survival:**

This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar System and supersedes and replaces any previously executed Community Solar Customer Agreement between the Parties for the same utility account number. There are no other agreements between the Parties regarding the Community Solar System for the utility account number on the cover page, either written or oral. Any amendment or other change to this Agreement must be in writing and signed by both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any portion of this Agreement cannot be enforced, the unaffected portions will remain in effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any rights to which you are entitled by any statute or regulation.

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**18. Third Party Beneficiaries; Miscellaneous:**

No person that is not a party to this Agreement has any right to enforce any term of this Agreement. All rights, powers and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise. The terms of this Agreement that expressly or by their nature survive termination shall continue after the termination until fully performed. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

**19. NOTICE TO CUSTOMER:**

**DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. THIS AGREEMENT AND CLEARWAY COMMUNITY SOLAR'S PROVISION OF SERVICES HEREUNDER ARE SUBJECT IN PART TO THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA"), WHICH PROVIDES YOU WITH CERTAIN RIGHTS AND PROTECTIONS RELATING TO LATE CHARGES, DISPUTES, AND OTHER MATTERS. SEE 16 N.Y. CODES, RULES, REGS. §§ 11.6, 11.12-11.16, 11.20 AND 11.22 FOR DETAILS REGARDING YOUR RIGHTS UNDER HEFPA.**

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THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: \_\_\_\_\_

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY FOLLOWING EXECUTION OF THIS AGREEMENT. SEE SECTION 3(A) ABOVE ALONG WITH THE NOTICE OF CANCELLATION (ATTACHED AS EXHIBIT 1) FOR FURTHER EXPLANATION OF THIS RIGHT.**

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS EXHIBITS IN THEIR ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE AGREEMENT TO DISPUTE RESOLUTION AS DESCRIBED IN SECTION 16 TO THIS AGREEMENT, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

**Customer**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Co-Signer (if applicable)**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Clearway Community Solar LLC**

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**To the extent applicable, any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.**

**NOTICE TO CUSTOMER:**

**YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU AUTHORIZE CO-SIGNER AS AN AUTHORIZED USER ON YOUR ACCOUNT FOR THE TERM OF THIS AGREEMENT.**

**NOTICE TO CO-SIGNER:**

**For purposes of this notice, the word "you" means the cosigner(s).**

**YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU ARE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT UNDER THIS AGREEMENT. IF THE SIGNER DOES NOT PAY, CLEARWAY HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | WWW.CLEARWAYCOMMUNITYSOLAR.COM**

NY Agreement Number: [\_\_\_\_\_]; NY Agreement Version 9.0



# EXHIBIT 1

## NOTICE OF CANCELLATION

(Your copy)

Signed Date: \_\_\_\_\_

### SUMMARY OF YOUR RIGHTS TO CANCEL:

1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR 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 CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.

3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.

4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED

P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | [WWW.CLEARWAYCOMMUNITYSOLAR.COM](http://WWW.CLEARWAYCOMMUNITYSOLAR.COM)

NY Agreement Number: [\_\_\_\_\_]; NY Agreement Version 9.0

**COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Signed:** \_\_\_\_\_

**Customer's Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Utility Account No.:** \_\_\_\_\_

**Meter Address:** \_\_\_\_\_

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NY Agreement Number: [\_\_\_\_\_]; NY Agreement Version 9.0



# EXHIBIT 1

## NOTICE OF CANCELLATION

(Clearway Community Solar copy)

Signed Date: \_\_\_\_\_

### SUMMARY OF YOUR RIGHTS TO CANCEL:

**1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR 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 CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.**

**2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.**

**3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.**

**4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED**

**P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | WWW.CLEARWAYCOMMUNITYSOLAR.COM**

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**COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Signed:** \_\_\_\_\_

**Customer's Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Utility Account No.:** \_\_\_\_\_

**Meter Address:** \_\_\_\_\_

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# EXHIBIT 2

## AUTOMATIC PAYMENT AUTHORIZATION

(Checking or Savings Account)

Return this form by mail to Clearway Community Solar. Attn: Remittance Processing, P.O. Box 3528, Houston, TX 77253-3528. You can also enroll online at [www.my-clearway.com](http://www.my-clearway.com).

Once submitted look for the message "Do Not Pay - Account Will Be Drafted" in the remittance stub area of your monthly invoice to confirm you have been successfully enrolled in Automatic Payment.

<b>Automatic Payment - Bank Draft</b>	<b>All account information will remain confidential</b>
Type of Bank Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name as it appears on bank account:	
<hr/>	
Customer Agreement ID:	
<hr/>	
<small>NOTE: Your Customer Agreement ID can be found on the top of communications from Clearway Community Solar, bottom of your Customer Agreement, or by contacting Customer Care at (855) 712-7508 or <a href="mailto:customersupport@clearwayenergy.com">customersupport@clearwayenergy.com</a>.</small>	
<p>Complete the information and attach a voided check before returning this form. Please allow 30 days to process. In the interim, you should continue to pay all invoice until you receive one marked "Do Not Pay." Once your automatic payment is established, you will continue to receive monthly invoices marked "Do Not Pay" for your records.</p>	
Name of the banking institution:	
<hr/>	
Routing Number:	
<hr/>	
Bank Account Number:	
<hr/>	
<input type="checkbox"/> I have read and understand the terms found on the back of this form.	
Signature	Date:
<hr/>	
Daytime phone number:	Evening phone number:
<hr/>	

Thank you! Return this completed form to Clearway Community Solar, Attn: Remittance Processing, P.O. Box 3528, Houston, TX 77253-3528. If you have any questions, email us at [customersupport@clearwayenergy.com](mailto:customersupport@clearwayenergy.com) or call us at (855) 712-7508.

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## **Automatic Payment Options - Terms and Conditions**

To be eligible for an automatic payment option your account(s) must be in good standing and you may not have two or more returned payments during the past twelve-month period on any of your accounts. If your account is eligible, you will be enrolled on the automatic payment plan of your choice following the next full billing cycle after Clearway Community Solar LLC (hereinafter referred to as "Clearway CS") processes your request. You will continue to receive a copy of your monthly invoice(s) for your records, but once you are set up for automatic payments, your bill(s) will be marked "Do Not Pay". Clearway CS may terminate your participation under any automatic payment options in the event you provide incorrect, false or fraudulent account information or if you have more than one returned payment item on your account. This Automatic Payment Authorization will be used for all of your Clearway CS accounts unless you notify us in writing at least ten (10) days before the scheduled payment draft.

Additionally, after any returned payment item, your automatic payment plan will be temporarily deactivated and may only be reactivated upon your verification of your payment account information. Once you have more than one returned payment, your account(s) may be ineligible for reactivation automatic payment options for up to twelve (12) months. Your bank account information will be used only for the purpose of setting up to your account for automatic monthly payments and Clearway CS will keep your account information confidential.

### **Automatic Payment Authorization**

By providing my bank account information to Clearway CS and signing in the space provided, I hereby authorize Clearway CS to charge my account in the amount of my monthly invoice(s) for all of my accounts with Clearway CS. I understand that any previous balances due will be withdrawn or charged to the account along with my first invoice on the initial draft date. I understand that debits to my checking account will be made on the due date appearing on my invoice in one or more drafts each month depending on the number of accounts I have with Clearway CS, unless such date is a Saturday, Sunday or other bank holiday, in which case Clearway CS will debit my account on the next banking day. I understand that my Clearway CS monthly invoice together with this authorization form will be notice of the amount and the date of each withdrawal from my bank account. I also understand that I may cancel my automatic payment option for any of my Clearway CS accounts by providing written notice to Clearway CS at least ten (10) business days advance prior to the next scheduled automatic payment date.

I also agree to notify Clearway CS if there are any changes to my bank account information.

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# EXHIBIT 3

Clearway Community Solar • P.O. Box 3528, Houston, TX 77253-3528 • 855-712-7508  
customersupport@clearwayenergy.com

<b>Community Distributed Generation Disclosure Form</b>	
<b>Customer Information Distribution Utility</b>	Name:  Service Address:  Distribution Utility:  Email Address:
<b>Overview</b>	This document describes your Community Solar Customer Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
<b>Price, Fees, and Charges</b>	Your payment each month will be a [REDACTED] to the value of the Net Metering Credits generated by your subscription, calculated as (i) one (1) minus your discount [REDACTED] multiplied by (ii) the dollar amount of your Net Metering Credits, as determined by your Electric Utility. Your first Monthly Payment will be due following the first day of the first full calendar month upon which commercial operation of the Community Solar System is achieved ("Production Start Date"), after Net Metering Credits have been assigned to your utility account ("Service Commencement Date"), by the due date indicated on an invoice from Clearway Community Solar.  Other charges  Late Fee: 1% per month on payments 30 days past due  Return Check Fee: \$20  Cancellation Fee: \$  This Agreement and your payment hereunder entitle you solely to Net Metering Credits. You will not receive any ownership interest in the system, tax credits, rebates, earnings, capital appreciation, or other associated attributes or commodities.

<b>Project Location and Customer Allocation</b>	System Location:  You will be notified by mail or email once you have been assigned to a Community Solar System.  Customer Allocation:      kW Your Allocation Amount shall be equal to an amount determined by us based on your historical monthly electricity consumption, as
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	calculated by your Electric Utility. We may update your Allocation Amount from time to time to reflect your historical electricity consumption data.
<b>Length of Agreement and Renewal</b>	<p>years following the Production Start Date.*</p> <p>*If the Production Start Date has occurred prior to the date of your contract, then the initial term may be less than years and you will only be responsible for making Monthly Payments during such shortened term, beginning on the Service Commencement Date and [REDACTED] of the Production Start Date.</p>
<b>Early Termination</b>	<p>If you terminate your contract early, you will be charged a fee of \$ (Cancellation Fee). In order to terminate your contract early, a [REDACTED] See Section 3 of this Agreement for details.</p> <p>[REDACTED]</p>
<b>Estimated Benefits</b>	<p>The System is estimated to provide kWh to you in the first year of operation. If the Production Start Date has occurred prior to your Service Commencement Date, then your estimated first year production will be reduced by the degradation factor described below. Generation will be provided as monetary credits on your utility bill.</p> <p>The estimated annual electricity production decrease due to System aging (degradation) is %.</p> <p>Your local utility's 3-year historical average for per kWh rates for customers in the same utility rate class is \$ .</p> <p>After payments are taken into account, your net savings in the first year are estimated to be .</p> <p>Over years, you are estimated to have net savings of off your utility bill based on the estimated Clearway payments, the System's generation, and an assumption that utility rates increase by % each year.</p> <p>If the Production Start Date has occurred prior to the Service Commencement Date, then your savings will vary accordingly based on the shortened term and reduced production estimates described above and under "Length of Agreement".</p> <p>Actual savings may vary based on changes in utility rates and system production.</p>
<b>Guarantees</b>	<p>This contract guarantees you will [REDACTED] the value of the Net Metering Credits generated by your subscription. This contract does not guarantee a minimum level of system performance or production of energy.</p>

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<b>Data Sharing and Privacy Policy</b>	You agree to permit provider to request data from your local utility regarding your account and electricity usage. Provider will use this data to facilitate service to you under this Agreement (for example, to allocate Net Metering Credits to your utility account), as further detailed in Section 6.e. For more information about Clearway Community Solar 's data privacy policies go to: <a href="http://www.Clearwaycommunitysolar.com/privacy-policy/">www.Clearwaycommunitysolar.com/privacy-policy/</a>
<b>Right to Cancel Without Penalty</b>	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at</p> <p>By Mail: Clearway Community Solar, P.O. Box 3528, Houston, TX 77253-3528</p> <p>By Email: <a href="mailto:customersupport@clearwayenergy.com">customersupport@clearwayenergy.com</a></p> <p>By Fax: 1-346-248-2300</p> <p>By Phone: 1-855-712-7508</p>
<b>Customer Rights</b>	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a>
<b>Preparer Name and Contact Information</b>	<p>Phone: 1-855-712-7508</p> <p>Email: <a href="mailto:customersupport@clearwayenergy.com">customersupport@clearwayenergy.com</a></p>

**Signature of Authorized Company Official or Representative:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Signature of Customer**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

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