



La Plata Electric Association, Inc.

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SUBSCRIBER ORGANIZATION: _____

SUBSCRIBER: _____

NOTICE: Please read the terms and conditions of this disclaimer carefully. This is a legally binding document between you and La Plata Electric Association, Inc. (LPEA), establishing the limits of LPEA's liability and control over the community solar garden (CSG), of which you are or will become a member. If you have any questions regarding this document, we encourage you to consult with legal counsel of your own choosing.

LPEA DISCLAIMER

The LPEA Board of Directors has authorized the development of CSGs pursuant to LPEA Board Policy 366. Policy 366 allows for an entity, termed a Subscriber Organization, to enter into a contract with LPEA and be licensed pursuant to LPEA requirements to develop a CSG pursuant to LPEA Board Policy 366. The license will entitle the Subscriber Organization to interconnect a CSG to the LPEA distribution/transmission system. In order to obtain a license, the Subscriber Organization agreed to be bound by the terms of its Agreement with LPEA, Policy 366, and the CSG Program Requirements. LPEA does not control the method by which the Subscriber Organization recruits or enlists Subscribers to its CSG.

LPEA represents that prior to the CSG becoming operational, it will inspect the interconnection between the CSG and the LPEA distribution/transmission system to ensure that it will properly connect to the LPEA system. LPEA WILL NOT inspect the CSG to determine if its equipment properly operates as a solar generation array or take any action to determine what electric generation can be produced by the CSG. LPEA disclaims any interest in or to the CSG or in any representation made by the Subscriber Organization. LPEA has had no input into the terms of subscription ownership, governance, or other rights promised by the Subscriber Organization.

Further, LPEA specifically disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. LPEA does not warrant any information or materials provided by the Subscriber Organization and does not provide any representation that the information contained therein is accurate or truthful in any respect.

In no event will LPEA, its directors, employees, representatives, or agents, assume, either directly or indirectly, any liability for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from your decision to join the Subscriber Organization, or otherwise related to your involvement with the Subscriber Organization.

Understood and agreed to this ____ day of _____, 20____, by:

[Print Name]_____

Witnessed by:

[Print Name]_____