

FPL ACCOUNT No _____

FPL PREMISE No. _____

**Interconnect Agreement for Small Photovoltaic Systems
 10 KW or Less**

This agreement is made this _____ day of _____, _____, by and between _____ (hereinafter called the "Customer"), located at _____ in _____, Florida, and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company"). The FPL Customer Account for this address is _____.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Small Photovoltaic System (SPS), 10 kW or Less, to the Company's electrical service grid at the Customer's presently metered location.

WHEREAS, the Customer has requested from the Company compensation for any excess electrical energy produced by the Customer's SPS that is put back onto the Company's electric service grid.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer agrees to provide and maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire period of this agreement. Initial proof of Insurance shall be in the form of a certificate attached to this agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnect.
2. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified the installation was permitted, and has been approved and has met all electrical and mechanical qualifications.
3.
 - A. The Customer agrees to provide the Company equipment specifications identifying and certifying the SPS, Inverters and associated equipment design, installation and operation adheres to IEEE-929 Standards, UL-1741 Standards, and the National Electric Code.
 - B. The Customer is responsible for protecting its generating equipment, inverters, protection devices, and other system components from the normal and abnormal conditions and operations that occur on the Company's electrical system in delivering and restoring system power.
4. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the SPS System, in any manner directly or indirectly connected with, or growing out of operation of the Customer's SPS, except in those cases where loss occurs due to the negligent actions of the Company.
 - a. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant.
 - b. In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder. The Customer's insurance policy(ies) or self-insurance plan, if applicable, shall not be cancelled or materially altered without at least thirty calendar days written notice to FPL.
5. The Customer is responsible for ensuring the SPS equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure the SPS and associated equipment is operating correctly and safely.

(Continued on Sheet No. 9.026)

(Continued from Sheet No. 9.025)

- 6. The Customer agrees to, and at the Customer's expense, install and maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the SPS and any customer facilities connected to the Company's electrical system. The manual disconnect switch shall be mounted separate from the meter socket and shall be readily accessible at all times to the Company and shall be capable of being locked in the open position by the Company. The Company may open and lock the switch, isolating the SPS from the Company's electrical service grid without prior notice to the customer. To the extent practical, the Company will make an attempt to notify the Customer of its intent to disconnect the Customer's SPS from the Company's electrical service grid, but shall have no liability for failure to do so.
- 7. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours delivered by the Company to the Customer, and if applicable, the kilowatt demand. For this account, the Customers service will be metered with a single meter with two registers or a dual meter option. Either metering configuration will prevent reverse registration. The metering equipment will measure the energy delivered by the Company to the Customer, and also measure energy delivered by the Customer to the Company.
- 8. Excess kWh are defined as the kWh produced by the SPS in excess of any kWh from the SPS used to self-serve the customer's electric requirements. All excess kWh will be delivered back to the Company's electric grid. The Company will credit the Customer's FPL electric bill account for the amount of excess kWh. The amount of credit shall be based on the As-Available energy payments for Qualifying Facilities with standard kilowatt-hour metering, as specified in the Company's COG-1 tariff. Crediting may reflect a monthly lag.
- 9. The Company may charge a reasonable (Florida Public Service Commission approved) one time non-refundable Interconnect Agreement processing fee.
- 10. The Company has the right to disconnect the Customer's SPS at any time. This may result for the following reasons, which are by way of illustration not limitation:
 - A. Company system maintenance, operation and emergency operations.
 - B. Hazardous conditions existing on the Company's system due to the operation of the Customer's SPS generating or protective equipment as determined by the Company.
 - C. Adverse electrical effects on the electrical equipment of Company's other electric customers as determined by the Company.
 - D. Failure by the Customer to maintain and keep in force the required insurance.
- 11. On the termination of this agreement, the Company shall open and padlock the manual disconnect switch, remove the additional Kilowatt-hour meter and associated Company equipment. At the Customers expense, the Customer agrees to permanently isolate the Customers SPS and associated equipment from the Company's electric service grid. The customer shall notify the Company within 10 working days that the disconnect procedure has been completed.
- 12. This agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this agreement constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

Customer: Print or Type Name or Organization

Florida Power & Light Company:

By: _____
Signature: Authorized Representative

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____