



# Solar Energy Program Tenant Interconnection Agreement

This Tenant Interconnection Agreement (Agreement) for Net Metering is entered on the Date of Interconnection (Effective Date), by and between

Tenant Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Property Owner: \_\_\_\_\_

and Colorado Springs Utilities (Utilities), an enterprise of the City of Colorado Springs, a Colorado municipal corporation and home-rule city.

## RECITALS

- A. Renewable Energy Net Metering Service is available to Utilities Customers that are supplied electric service by Utilities under any rate schedule, except residential Time-of-Day Option, and are metered with an attached, eligible Renewable Energy System in parallel with the Utilities electric system.
- B. The Property Owner owns an eligible Renewable Energy System and has agreed to install and maintain it in compliance with all applicable National Electric Code requirements, building codes, and Utilities Tariff and Electric Line & Extension Service Standards.
- C. The Property Owner entered into an Interconnection Agreement for Renewable Energy Net Metering (Interconnection Agreement) at the above property address which shall be leased to the Tenant-Customer.
- D. Tenant-Customer has entered into a Property Lease or Rental Agreement with the Property Owner for the leased property and the appurtenant Renewable Energy System.
- E. Tenant-Customer will replace Property Owner as a Utilities customer and shall utilize the Renewable Energy System and Renewable Energy Net Metering in accordance with the Interconnection Agreement and Utilities' Tariff and Electric Line & Extension Service Standards (Utilities Standards).
- F. Property Owner shall retain ownership of the Renewable Energy System and shall remain in compliance with the Interconnection Agreement and the Utilities Standards.

## TENANT-CUSTOMER AND OWNER CERTIFICATION

- 1. We, the Tenant-Customer and Property Owner of the above referenced address, certify that the Property Lease or Rental Agreement is in, and will remain in, compliance with the Utilities Standards.
- 2. We have received and read the Utilities Standards referenced therein. To the extent any of the terms and conditions contained in the Property Lease or Rental Agreement are inconsistent with any of the terms and conditions in the Utilities Standards, including this Tenant-Customer Compliance Form, the Utilities Standards, as amended from time to time, shall prevail.
- 3. The above sections amend and are hereby incorporated into the Property Lease or Rental Agreement as it is fully set forth therein. The above sections are for the benefit of Tenant- Customer and Property Owner. Utilities is an express and intended third-party beneficiary of the above sections and may enforce the above sections as if it were a party to the Property Lease or Rental Agreement solely with respect to the



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above sections. The foregoing creates only a permissive right on behalf of the Utilities. Utilities shall not have any duty or obligation under, or any liability arising from, in connection with or with respect to, the Property Lease or Rental Agreement, or any covenant, condition, or provision contained therein. Nothing in this Section 3, whether express or implied, shall be construed to give to, or be deemed to create in, any other person or entity any legal equitable right, remedy or claim in respect of the Property Lease or Rental Agreement or any covenant, condition or provision contained therein.

### NOTICES AND OTHER COMMUNICATIONS

Except as otherwise expressly provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

**If to Customer (Only If Different from Above):**

Name, Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**If to Colorado Springs Utilities:**

Solar and Renewable Energy Program, Colorado Springs Utilities  
PO Box 1103, Mailbox 1339  
Colorado Springs, CO 80947  
Office: 719-668-8509  
Email: [Renewables@csu.org](mailto:Renewables@csu.org)

### SIGNATURES

We the undersigned declare that the information on this Tenant-Customer Compliance Form was provided by us and is true, correct, and complete. We authorized to make the certification, representations, and warranties contained herein by execution of this Tenant-Customer Compliance Form. We further understand that Utilities may audit and review the Property Lease or Rental Agreement at any time and if any of the foregoing is discovered to be untrue, all or any portion of the incentive associated with the system may have to be repaid to Utilities and any prohibited conduct will be discontinued.

_____	_____	_____
Name of Tenant-Customer	Signature of Tenant-Customer	Date
_____	_____	_____
Name of Property Owner	Signature of Property Owner	Date