

RESIDENTIAL PHOTOVOLTAIC PILOT PROGRAM TERMS AND CONDITIONS

INTRODUCTION

Welcome, we would like to take this opportunity to thank you (the “Participant” or “you” or “your”) for participating in the Residential Photovoltaic Pilot Program (the “Program”) offered by Florida Power & Light Company (“FPL” or “we” or “our” or “us”).

By participating in the Program, you represent that you agree with these Terms and Conditions (“Terms”) along with the separate standards and requirements of the Program which are set forth at **www.FPL.com/solarrebates** (“Program Standards”). If you do not agree with anything found in either these Terms or the Program Standards, please do not participate in the Program. Your agreement to both the Terms and Program Standards is a condition precedent to receiving the rebate offered by this Program.

ACKNOWLEDGEMENT

You acknowledge that these Terms are supported by reasonable and valuable consideration, the receipt of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, the benefit of the rebate (the rebate shall be referred to as a “Rebate Payment”) that you will be paid provided you comply with these Terms and the Program Standards.

Reservation slots that will allow you to be eligible to receive a Rebate Payment are limited and available on a first-come, first-serve basis to residential customers. Reservations are only accepted prior to installation of the qualifying and eligible solar photovoltaic system (hereinafter “Energy Conservation Measure”) provided for under the Program.

PROGRAM STANDARDS AND REBATE CERTIFICATES

In order to be eligible to receive the Rebate Payment offered under the Program, you agree to comply with and be bound by these Terms and the Program Standards for the Program, including any modifications to any such Program and/or Program Standards, which may from time to time be amended by FPL at its sole discretion. The Program Standards shall be effective upon FPL posting such amendment on its web site at **www.fpl.com**. Any capitalized terms used in these Terms and not defined herein shall have the meanings set forth in the Program Standards. Your eligibility to receive a Rebate Payment under the Program is expressly conditioned upon the satisfaction of the following requirements:

- (1) your submission of the reservation application on www.fpl.com;
- (2) receiving written approval of your reservation application from FPL;
- (3) receiving a reservation number assigned by FPL;
- (4) your timely submission to FPL, an executed FPL designated rebate certificate (hereinafter “Rebate Certificate”) within ninety (90) calendar days from the date FPL provides you with a reservation number under the Program;
- (5) your licensed third party independent contractor’s (hereinafter “Contractor”) performance of the installation of the Energy Conservation Measure in compliance with (A) the recommendations, specifications and guidelines of the

manufacturer or distributor of the equipment and/or materials used and (B) any act, statute, law, regulation, building code, permit, license, ordinance, rule, directive, industry standard, guideline or policy (to the extent mandatory) or any similar form of decision or determination by, or any written interpretation or administration of, any of the foregoing by any governmental authority with jurisdiction over you, your Contractor, the Program, the work site, the performance of the work or other services to be performed in accordance with the Program (collectively, “Applicable Laws”); and

(6) complying at all times with these Terms and the Program Standards, as may be amended from time to time in accordance with the terms hereof.

PAYMENT TO PARTICIPANT

Under those circumstances where the Program Standards provide for reimbursement of a Rebate Payment to you, issuance of the Rebate Payment to you from FPL for the Energy Conservation Measure performed under the Program, is contingent upon the following:

(1) You shall remit to FPL all documentation (including the executed and completed Rebate Certificate) as required by the Program Standards;

(2) Unless otherwise set forth in the Program Standards, the Rebate Certificate must be submitted to FPL no later than ninety (90) calendar days from the date FPL provides you with a reservation number under the Program. THE TIMELY SUBMISSION OF THE REBATE CERTIFICATE, ALONG WITH ALL OTHER REQUIRED DOCUMENTATION TO FPL IS A CONDITION PRECEDENT TO FPL’S OBLIGATION TO ISSUE THE REBATE PAYMENT. YOUR FAILURE TO TIMELY DELIVER TO FPL THE REBATE CERTIFICATE, ALONG WITH ALL OTHER REQUIRED DOCUMENTATION SHALL CONSTITUTE A WAIVER OF ANY CLAIM BY YOU TO A REBATE PAYMENT UNDER THE PROGRAM; and

(3) FPL may choose to verify the installation of the Energy Conservation Measure for which the Rebate Certificate has been submitted. Installation of the Energy Conservation Measure by your Contractor under the Program not in strict compliance with the Terms and applicable Program Standards shall be unacceptable and shall be grounds for denial of the Rebate Payment under the Program. FPL is not responsible for directing, managing or supervising your Contractor or correcting any deficiencies in your Contractor’s work. FPL will notify you in the event FPL determines you failed to comply with any of the Terms and/or applicable Program Standards for any work performed which makes you ineligible for the Rebate Payment. In such event, to be eligible for the Rebate Payment, you must, within thirty (30) calendar days of such notification from FPL, correct the identified deficiency to FPL’s satisfaction. IN THE EVENT THAT YOU FAIL TO CORRECT SAID DEFICIENCY WITHIN THIRTY (30) CALENDAR DAYS, YOU SHALL BE INELIGIBLE TO RECEIVE THE REBATE PAYMENT UNDER THE PROGRAM UNLESS FPL, IN ITS SOLE AND ABSOLUTE DISCRETION, GRANTS YOU AND EXTENSION OF TIME.

PERMITS, LICENSES AND BUILDING CODES

You agree (or cause the Contractor(s) you hire) to maintain at all times any and all applicable permits and/or licenses required by Applicable Laws to perform all work to install the Energy Conservation Measure under the Program. You further agree that it is your sole responsibility (or cause the

Contractor(s) you hire) to obtain any necessary permits and/or licenses and comply with any and all Applicable Laws with respect to said permits and/or licenses and with respect to any standards for materials or mechanics of installation, and you shall, at your own expense, defend, indemnify and hold harmless FPL, and its parent company, respective affiliates, subsidiaries, agents, representatives, and their respective employees, officers, directors, shareholders and agents (collectively, "FPL Entities") from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by FPL Entities as a result of an allegation or claim of your noncompliance with this provision.

FPL shall have no duty or responsibility to make any determination or recommendations as to whether a work permit and/or license is required in order for you or your Contractor to perform the work required to be eligible for receipt of a Rebate Payment. Further, FPL shall have no duty or responsibility to make any determination or interpretation as to whether the applicable building code(s) or local regulations for your area will prohibit, impact or effect your installation and subsequent use thereafter of the Energy Conservation Measure. Such responsibilities and determinations are for you and your Contractor.

WARRANTY EXCLUSION AND LIMITATION

You acknowledge and understand that: (1) FPL is not liable for any manufacturer warranty or any representation or warranty made by the Contractor you hire concerning the suitability of the equipment or materials that have been selected, the quality of materials/equipment, workmanship or any projected energy savings; (2) FPL is neither a party to the agreement with the Contractor that you hire to install the Energy Conservation Measure nor is FPL involved in the negotiation of the terms of the agreement with your Contractor that will install the Energy Conservation Measure; (3) the Contractor you choose to install the Energy Conservation Measure is not employed by FPL nor is an agent of FPL nor under the control or supervision of FPL, but rather is an independent contractor hired by you; (4) the decision to select, hire and the management of the Contractor that will install the Energy Conservation Measure is your sole responsibility; and (5) FPL HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE ENERGY CONSERVATION MEASURE'S: (A) SUITABILITY FOR YOUR PREMISE; (B) SAFETY, QUALITY, AND/OR PERFORMANCE; (C) INSTALLATION AND/OR YOUR SUBSEQUENT OPERATION BEING IN COMPLIANCE WITH ANY APPLICABLE LAWS; (D) MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR MATERIALS FURNISHED BY ANY THIRD PARTY MANUFACTURER OR YOUR CONTRACTOR; AND (E) IMPLIED WARRANTIES OF NON-INFRINGEMENT, CUSTOM OR USAGE. This provision shall survive the termination of your participation in the Program or the termination of the Program.

It is your sole responsibility to determine what equipment and/or materials, if any, might be appropriate for your specific situation and location. FPL does not represent, warrant or guarantee that the Energy Conservation Measure is appropriate or will provide any particular amount of energy savings to you. This provision shall survive the termination of your participation in the Program or the termination of the Program itself.

Should you have any issue regarding the workmanship and/or the suitability of the Energy Conservation Measure, you must contact the Contractor you hired.

LIMITATION OF LIABILITY

By participating in the Program, you agree notwithstanding anything contained herein to the contrary: (1) to be bound by these Terms and the Program Standards, which are final and legally binding on all matters relating to the Program; (2) to release, indemnify, defend and hold FPL Entities harmless from and against any injuries, losses, damages, claims, actions, any liability of any kind resulting from or arising from participation in the Program (including, without limitation, bodily injury, death, property damage and/or environmental hazards resulting from or in connection with the installation, use, operation and/or maintenance of the Energy Conservation Measure); (3) to waive, relinquish, release any right you may have to seek, claim or petition any indirect, incidental, special, consequential, punitive and/or exemplary damages against any of the FPL Entities; (4) that FPL Entities shall also not be liable to you for any lost profits, lost revenue, or lost institutional operating savings arising out of or in connection with the Program; and (5) in no event shall FPL Entities total aggregate liability to you for all damages, losses and causes of action, whether in tort (including, but not limited to, negligence) or otherwise exceed the amount of the Rebate Payment paid by FPL to you, if any, or \$100 (whichever is less) for participating in any activity related in any way to the Program. This provision shall survive the termination of your participation in the Program or the termination of the Program itself.

You knowingly and voluntarily agree to these Terms and the Program Standards, and you acknowledge that you are freely, voluntarily and knowingly giving up and relinquishing certain legal rights for yourself and anyone else who might have the legal right to assert a claim or file a lawsuit in connection with the Program, including, without limitation, the event of injury (including personal injury, death and property damage) to the undersigned, or his/her representative and their spouse, children, parents, dependents, personal representative and anyone else who might have the legal right to assert a claim or file a lawsuit on your behalf against any of the FPL Entities.

FPL is not responsible for printing or typographical errors in any Program-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate entries, or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to you or any other person's computer relating to or resulting from participation in the Program or downloading any materials related to the Program, or inability to access any web site associated with the Program, or process any transaction thereon.

If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Program, FPL reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Program, or to terminate the Program and award Rebate Payments to those eligible submissions received as of the termination date.

TERMINATION FOR REGULATORY OR LEGISLATIVE ACTION

In the event that FPL is denied, by any governmental or regulatory authority, the authority to conduct the Program or if such approval to conduct the Program is materially altered or impacted because of (1) a rule or order of a governmental or regulatory authority having jurisdiction over the Program, or (2) a legislative proceeding or enactment, in each case, FPL may terminate the Program by giving notice to you of its intent to terminate, unless required to terminate earlier by said Applicable Laws or governmental or regulatory requirement. In the event the Program is terminated under this paragraph, you shall advise FPL of work completed as of the date of the termination, and at FPL's sole discretion, it may issue you the Rebate Payment on the Rebate Certificate if and only if the Rebate Certificate is timely submitted

before the termination of the Program. Participant acknowledges and agrees that payment of such Rebate Payment shall be FPL's sole and only obligation and Participant's exclusive remedy for termination of the Program under this paragraph. Participant voluntarily and knowingly waives any other available right, claim or remedy available at law or equity for an FPL termination for regulatory or legislative action.

GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL

By participating in the Program, you hereby agree that (1) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (2) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction, and (3) IN ANY LITIGATION ARISING FROM OR RELATED TO THE PROGRAM, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROGRAM, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THE PROGRAM. This provision shall survive the termination of your participation in the Program or the termination of the Program itself.

MISCELLANEOUS

You may not assign, transfer or otherwise delegate any obligation you have under these Terms, the Program Standards or the Program without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. Should FPL permit these Terms, the Program Standards or the Program to be assigned, it shall be binding upon and shall inure to the benefit of the permitted assignee. Headings in these Terms and the Program Standards are for reference purposes only and shall not be part of these Terms or the Program Standards. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Terms or the Program Standards, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Terms and the Program Standards, that you have been advised with regard to the subject matter hereof by you legal counsel selected by you if you so choose to seek such counsel, and that these Terms and the Program Standards and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. The obligations of the parties hereunder which by their nature survive the termination of your participation in the Program or the termination of the Program itself shall survive and inure to the benefit of the parties. Those provisions of these Terms which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of your participation in the Program or the termination of the Program itself. Should any provision, portion or application thereof, of these Terms or the Program Standards be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any Applicable Laws, the parties shall negotiate an equitable adjustment to the affected provisions of these Terms or the Program Standards with a view toward effecting the purpose of these Terms or the Program Standards and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.