

REC AGREEMENT
UPSHUR-RURAL ELECTRIC COOPERATIVE CORPORATION
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This REC Agreement is dated _____, 20____, and is between Upshur-Rural Electric Cooperative Corporation (“Cooperative”) and _____, Member Account No. _____ (“Member”) and is for for Electric Service backed by 100% renewable energy certificates.

WHEREAS, Member wishes to purchase 100% renewable electric energy pursuant to the Cooperative’s Rider REC, represented by the retirement of renewable energy certificates (“RECs”); and

WHEREAS, Member understands that Member will not be delivered energy specific to any particular renewable generation resource, but that the purchase of REC’s ensures that renewable energy equivalent to 100% of Member’s electricity usage (kWh’s) will be produced using renewable generation resources.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the parties hereto agree as follows:

1. REC Charges

Rider REC charges shall be in addition to all other charges due the Cooperative for Electric Service delivered to Member. Member shall pay Cooperative, for the purchase and retirement of RECs equal to all of Member’s monthly metered kilowatt-hour consumption, per the charges established in the Cooperative’s Rider REC at the time of energy consumption, multiplied times such kilowatt-hour consumption. All taxes, other government charges, and other charges applicable to the Electric Service shall still apply.

2. Term

This agreement shall continue until terminated for so long as Member continues to purchase electric service under Rider REC from the Cooperative.

3. Termination

Member may terminate billing under Rider REC by giving the Cooperative at least 30 days’ prior notice, to be effective no earlier than Member’s next meter read date. After termination of Rider REC’s application to Member, and final REC billing to Member, Member shall be ineligible for subsequent Rider REC billing until one year after such termination. However, if termination of Rider REC billing is due to a change to the Electric Service provided to Member, Member shall remain eligible for Rider REC. While Rider REC is in effect, the total monthly billing shall include both the charges for the applicable rate Schedule under which the Member’s Electric Service is classified, plus Rider REC charges for 100% of the energy consumed.

Cooperative may terminate this agreement by giving Member at least 60 days’ prior notice, or immediately in the event Member fails to pay Cooperative for Electric Service in accordance with the Cooperative’s Member Polices and Schedules and/or any written agreement between the Cooperative and Member.

4. Cooperative Revisions to Rider REC

Cooperative may change the Rider REC charges annually (typically at or near the beginning of a calendar year) but not more frequently than once during any twelve-month period. Changes shall depend on market conditions for RECs. The Rider REC charges as changed shall be applicable for consumption after the date of change upon the next billing period.

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5. Conflicts

This agreement is subject to the terms and conditions set forth in the Member Policies and Schedules. In case of a conflict between this agreement and any Member Policy/Schedule provision/definition, the Member Policy and Schedule provision/definition shall apply.

6. Third Part Beneficiaries

This agreement is intended solely for the benefit of the parties, and nothing in this agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party. The words “party” and “parties” refer only to a named party to this agreement.

7. Authority to Sign

If Applicable, each signatory to this agreement represents that it has full, requisite corporate power and authority to execute, deliver and perform this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Member Printed Name

Signature of Member or Member’s Representative

Printed Name and Title of Representative if Applicable

Upshur-Rural Electric Cooperative Corporation

Signature

Printed Name

Title