



Kaua'i Island Utility Cooperative

ASSUMPTION AGREEMENT

SECTION 1. CUSTOMER INFORMATION

Interconnection Customer / Eligible Customer-Generator

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility / Generating Facility Information

Location Address: _____

City: _____ State: _____ Zip: _____

Name on Account: _____

Account Number: _____

SECTION 2. RECITALS

- A. The Interconnection Customer / Eligible Customer-Generator listed above (“**Customer**”) has or will become the owner and/or KIUC customer of record pertaining to certain property (“**Property**”) upon which the generating facility referenced above (“**Generating Facility**”) is located.
- B. The Customer acknowledges that the following contracts/agreements have been entered into to govern the interconnection and/or operation of the Generating Facility on the Property (check all that apply):
 - Interconnection Agreement
 - 10 kW Inverter Application
 - Schedule Q Agreement
 - Net Energy Metering Agreement
 - Net Energy Metering Pilot Program Application and Agreement

- C. As a condition to the continued interconnection and/or operation of the Generating Facility on the Property, the Customer agrees to assume the Contracts, as more particularly set forth below.

SECTION 3. ASSUMPTION AND AGREEMENT

1. From and after the Effective Date set forth below, Customer hereby assumes and agrees to be subject to, and to perform the duties and obligations under, the contracts checked in Section 2, Recital B above, and any ancillary contracts and agreements (collectively, the “**Contracts**”). Specifically, as it pertains to the Interconnection Agreement and the 10 kW Inverter Application, if and as checked in Section 2, Recital B above, Customer hereby assumes and agrees to be subject to the obligations imposed upon, and to perform the duties and obligations of, the “Interconnection Customer” as defined therein. As it pertains to the Schedule Q Agreement, the Net Energy Metering Agreement and the Net Energy Metering Pilot Program Application and Agreement, if and as checked in Section 2, Recital B above, Customer hereby assumes and agrees to be subject to the obligations imposed upon, and to perform the duties and obligations of, the “Eligible Customer-Generator” as defined therein. Any claim, liability or obligation arising out of any breach of such Contracts by Customer or any act or omission of Customer, to the extent occurring on or after the Effective Date, shall be the sole responsibility of Customer.
2. **Further Actions.** Customer hereto covenants and agrees, at its own expense, to execute and deliver, at the request of KIUC, such further instruments of transfer, assignment and/or assumption, and to take such other action as KIUC may reasonably request to more effectively consummate the assumptions contemplated herein. To the extent any of the Contracts have been revised, replaced or updated by KIUC, Customer agrees that, at the request of KIUC, Customer shall immediately sign the then current version of such applicable Contracts/documents.
3. **Successors and Assigns.** This Assumption shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. **Counterparts.** This Assumption may be executed by Customer and KIUC in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or PDF signatures on this Assumption shall be binding and effective for all purposes and treated in the same manner as physical signatures.

SECTION 4. CUSTOMER SIGNATURE

I agree to be bound by the terms and conditions of this Agreement and the applicable Contracts as noted above.

Customer Signature: _____ Date: _____

SECTION 5. KAUAI ISLAND UTILITY COOPERATIVE SIGNATURE

I hereby acknowledge receipt and completeness of this Assumption.

KIUC Representative: _____

Name and Title: _____ Effective Date: _____