**FACILITIES STUDY AGREEMENT**

**BETWEEN**

**[TRANSMISSION CUSTOMER]**

**AND**

**[TRANSMISSION PROVIDER]**

This **FACILITIES STUDY AGREEMENT** (the “Agreement”)is made and entered into as of [month day, year] by and between [legal name of Transmission Customer], a [limited liability company][corporation] organized and existing under the laws of the State of [name of state] (“Transmission Customer”) and [legal name of Transmission Provider], a [limited liability company][corporation] organized and existing under the laws of the State of [name of state] (“Transmission Provider”). Transmission Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS,** on [month day, year], Transmission Customer submitted a transmission service request to Transmission Provider for network integration transmission service in the amount of [number] MW for a period of [number] years beginning on [month day, year] and ending on [month day, year] with a source of [name], sink of [name], Point of Receipt of [name] and Point of Delivery of [name], which was designated on Transmission Provider’s OASIS as request number [number]; and

 **WHEREAS,** Transmission Provider has determined that a Facilities Study is necessary to accommodate the requested service and has so informed the Transmission Customer pursuant to Section 32.4 of the Joint OATT;and

**WHEREAS,** Transmission Provider has determined that Transmission Customer has been deemed to have submitted a Completed Application.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Joint Open Access Transmission Tariff (the “Joint OATT”).
2. Transmission Provider reserves the right to request additional technical information from Transmission Customer as may reasonably become necessary during the course of the Facilities Study.
3. Pursuant to Section 32.4 of the Joint OATT, Transmission Customer agrees to reimburse the Transmission Provider for performing the required Facilities Study.
4. Pursuant to Section 32.4 of the Joint OATT, Transmission Provide estimates that the actual cost of the Facilities Study is $10,000. Upon receipt of the Facilities Study, Transmission Provider shall charge and Transmission Customer shall pay the actual cost of the Facilities Study.
5. Pursuant to Section 32.4 of the Joint OATT, Transmission Provider will use due diligence to complete the Facilities Study within sixty (60) days.
6. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider:**

[legal name of Transmission Provider]

[street address], Mail code: [insert]

[city, state zip]

Attn: [name, title]

[phone number]

[email address]

**Transmission Customer:**

[legal name of Transmission Customer]

[street address], Mail code: [insert]

[city, state zip]

Attn: [name, title]

[phone number]

[email address]

1. After Transmission Provider tenders this Agreement to Transmission Customer, Transmission Customer shall execute this Agreement and return it to the Transmission Provider within fifteen (15) days in order for Transmission Customer’s service request to remain a Completed Application.
2. Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations in this section will not be limited in any way by any limitation of subcontractor's insurance.

1. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of North Carolina, without regard to its conflicts of law principles.
2. Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.
3. Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
4. Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
5. Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
6. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
7. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
8. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**[Signatures on Following Page.]**

**IN WITNESS THEREOF,** the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year written below.

**[TRANSMISSION PROVIDER], as Transmission Provider**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

**[TRANSMISSION CUSTOMER], as Transmission Customer**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: