AMERICAN SOLAR GRAZING ASSOCIATION, INC.
SOLAR GRAZING MASTER SERVICES AGREEMENT TEMPLATE

This template was developed by student interns at the Food and Farm Business Law Clinic in collaboration with the American Solar Grazing Association, Inc. The Food and Farm Business Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students. This template was last updated on May 6, 2026.

INSTRUCTIONS FOR USING CONTRACT TEMPLATE:

This document is a template contract for vegetation management services at a solar site, where managed grazing of sheep (or potentially other animals if specified) is leveraged as the primary method of vegetation control. It is contemplated that the contract will be entered into between a solar grazier and a solar site manager (which may be the site's owner or a manager contracted by the site's owner, as applicable).

This template contains three parts:

1. **Master Services Agreement (MSA)**, which sets forth the general agreements between the solar grazier and solar site manager that apply to every site the grazier maintains for that solar site manager.
2. **Form of Statement of Work (SOW).** Each SOW will contain the unique details (terms, payment, location etc.) for a specific solar grazing site. Thus, for every new solar grazing site between the solar grazier and solar site manager, there must be a new SOW, but not a new MSA.
3. **Optional Riders** for provisions on fencing, signage, and security that may be added to the MSA if the parties so choose.

This contract is a template; it is not a one-size-fits-all contract. The following should be addressed by the parties in addition to any other changes the parties may negotiate:

- All provisions that are ***[red, bolded, italicized, and bracketed]***
- All provisions with blank spaces (_____)
- All guidance footnotes
- All optional provisions in the Optional Riders on Fencing, Signage, and Security

Once the MSA and any corresponding SOW is complete, **DELETE** all footnotes throughout the documents, this instructional page, and any unused optional rider provisions.

SOLAR GRAZING MASTER SERVICES AGREEMENT

This Solar Grazing Master Services Agreement (this "**MSA**"), dated as of ***[date]*** (the "**Effective Date**"), is entered into by and between ***[solar grazier name]*** ("**Solar Grazier**") and ***[solar site manager name]*** ("**Site Manager**"). Solar Grazier and Site Manager together constitute the "**Parties**".

WHEREAS, the Parties desire and intend to enter into this MSA to facilitate the grazing of Solar Grazier's ***[sheep]***[1] on one or more solar sites managed by Site Manager for the purpose of vegetation maintenance;

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

Section 1. Statements of Work; Solar Grazing Services

(a) The Parties may, from time to time during the term of this MSA, enter into one or more statements of work, in substantially the form attached hereto as Exhibit A, to govern the specific terms applicable to a solar site where Solar Grazier will provide solar grazing services (each, a "**SOW**").

(b) For each of Site Manager's solar sites subject to a SOW with Solar Grazier (each, a "**Solar Site**"), Solar Grazier shall manage vegetation on the Site through managed sheep grazing and other methods to the extent permitted in Section 3(c), in accordance with the terms and subject to the conditions set forth in the relevant SOW and this MSA (the "**Services**").

Section 2. Fees

(a) **Payment**. In consideration of the provision of the Services, Site Manager shall pay Solar Grazier the fees set forth in each SOW using the payment method specified in the SOW.

(b) **Invoices**. Solar Grazier shall submit invoices to Site Manager ***[according to the schedule specified in the SOW]*** **OR** ***[monthly]***. Each invoice shall include ***[the invoice number and date, SOW number, billing period, service description, fees, and due date]***. Site Manager shall notify Solar Grazier if invoices are not received as expected.[2]

(c) **Late Fees**. Any invoiced amounts not paid in full by the due date shall automatically accrue interest without any notice or demand required, payable on demand, at a rate of ***[specified %]*** per annum from the due date until paid. If payment is not received within ten (10) days after the due date, Solar Grazier may assess an additional administrative late fee of ***[a specified $ amount or % of amount due on Invoice].*** This administrative fee is in addition

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[1] **Note to drafter:** For agreements utilizing animals other than sheep for grazing, all references to "sheep" in the MSA and SOW should be replaced with "animals" or the applicable specific type(s) of animals (e.g., sheep and goats).

[2] **Note to drafter:** Specify in the SOW if you would like to send invoices at a different interval, rather than monthly. It is Solar Grazier's responsibility to send the invoice, which will, in turn, give options for late payment/fees.

to, and not in lieu of, interest charges. Site Manager shall be responsible for all reasonable costs incurred by Solar Grazier in collecting past-due amounts and any accrued interest and late fees.

(d) **Collection Costs**: Site Manager shall be responsible for all reasonable costs incurred by Solar Grazier in collecting past-due amounts, including but not limited to attorney's fees, court costs, and collection agency fees.

(e) **Suspension of Service for Non-payment**. In the event that Site Manager fails to make a required payment in accordance with the relevant SOW, Solar Grazier may elect to suspend Services until payment deficiency is remedied rather than pursue termination under Section 6(b)(ii). Solar Grazier shall have no liability for failure to perform services during such period, and Site Manager waives all claims against Solar Grazier arising from non-performance during suspension.

Section 3. Vegetation Maintenance Standard[3]

(a) For each Solar Site, Solar Grazier shall cause the "Vegetation Maintenance Standard" set forth in the relevant SOW to be fulfilled.

(b) The Parties acknowledge that the purpose of this MSA is to establish managed sheep grazing as the primary vegetation management method at the Solar Sites, recognizing the ecological and economic benefits of integrating livestock agriculture with solar energy production.

(c) Notwithstanding the foregoing, Solar Grazier may fulfill the Vegetation Maintenance Standard in part through other means, such as the use of mechanical vegetation management[4] or subcontracting a landscaping service in accordance with Section 11 of this MSA, when, in Solar Grazier's reasonable professional judgment, grazing would be insufficient, ineffective, or impractical for the specific circumstances; sheep health, safety, or welfare would be compromised by grazing; Solar Site conditions make grazing unsafe; or timing or urgency requirements cannot be met through grazing alone; or as otherwise set forth in the SOW.[5]

Section 4. MSA Term

[3] **Note to drafter:** If there are specific requirements addressed in other documents (e.g., an approved vegetation management plan or grazing plan), insert those requirements here. For example, determine if Site Manager has any permitting or other obligations that need to be included in the MSA/SOW, such as an obligation to avoid mechanical mowing to the extent possible, prohibitions on pesticides/herbicides, or other operating or site management criteria.
[4] **Note to drafter:** If there are other activities you would like to include in the written agreement, such as the harvesting of hay from the Solar Site, they can be added to Section 3(c). Example: Solar Grazier may conduct additional agrivoltaic agricultural practices, including hay cutting, baling, and harvesting. Solar Grazier shall retain ownership of all agricultural products produced.
[5] **Note to drafter:** This language references specific instances where the use of mechanical or other methods can be used. Please be advised that Section 3 still states that, in the absence of these conditions, the vegetation management must be accomplished by grazing sheep.

(a) The term of this MSA is ***[three years]***[6], beginning on the Effective Date and ending on ***[___]*** (the "**Initial Term**"); provided that if any SOWs are outstanding at the expiration of the Initial Term or any renewal term of this MSA, the terms of this MSA will continue in effect for purposes of each such SOW until all such SOWs have expired at their stated "End Date" or otherwise have been terminated.

(b) At the expiration of the Initial Term or any renewal term, this MSA will be renewed automatically for an additional ***[one year]*** period unless, at least ***[30]*** days prior to such expiration date, either party gives the other party written notice of its intent not to renew this MSA.

Section 5. Delayed Commencement of Grazing

(a) In the event that commencement of grazing on any Solar Site is delayed because the Solar Site is not operational or is otherwise unsuitable for grazing as of the anticipated start date identified in the applicable SOW, Site Manager shall promptly notify Solar Grazier specifying the nature and expected duration of the delay.

(b) The SOW's start date shall be automatically extended until such time as the Solar Site is reasonably suitable for grazing activities, provided that such extension shall not exceed ***[30 days]*** from the original anticipated start date unless otherwise agreed in writing by the parties. If Site Manager reasonably anticipates that the delay will extend beyond ***[30 days]***, Site Manager shall promptly notify Solar Grazier. Upon receipt of such notice, Solar Grazier may either (a) consent in writing to a further extension of the start date, or (b) exercise its right to terminate the SOW for cause in accordance with Section 6(b)(ii).

(c) For the avoidance of doubt, at any time during such a delay Site Manager may terminate this MSA, and such termination will be considered a termination by Site Manager without cause in accordance with Section 6(a)(ii).

(d) During any such delay period:[7]

i. *[Solar Grazier shall have no obligation to provide services. Notwithstanding the delay in commencement of services, Site Manager shall pay the fee as specified in the SOW from the original commencement date specified in the SOW.]* **OR**

ii. *[Solar Grazier shall have no obligation to provide Services, and Site Manager shall have no obligation to make payments for Services unless otherwise agreed in writing. However, if Solar Grazier has procured livestock, equipment, or personnel in reliance on the obligations of the applicable SOW, Site Manager shall reimburse Solar Grazier for reasonable and documented out-of-pocket* ***[feeding costs]***[8]

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[6] **Note to drafter:** Consider frequency and seasonality of work between Site Manager and Solar Grazier. For example, a 3-year MSA term may be appropriate should Solar Grazier work with Site Manager for non-consecutive years.

[7] **Note to drafter**: In the event of a delayed start date, by reason of construction or otherwise, choose EITHER (d)(i) or (d)(ii).

[8] **Note to drafter**: Parties may negotiate the type of costs to be covered, for example, holding costs, relocation costs, etc. Alternatively, parties may negotiate a specific fee structure for delays in the SOW.

actually incurred as a result of the delay. Solar Grazier shall use commercially reasonable efforts to mitigate any such costs (but Solar Grazier is not obligated to sell sheep, breach other contracts, or materially disrupt broader operations to mitigate such costs).]

Section 6. Early Termination

(a) **Early Termination of SOW by Site Manager**

i. **For Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW prior to its stated "End Date" upon Solar Grazier's material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW); provided, however, that if such default is capable of cure, then such notice shall be subject to a 30 day cure period from the date thereof, and if Solar Grazier cures such default prior to expiration of such period, termination will not take place.

ii. **Without Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW without cause prior to its stated "End Date", provided that Site Manager must pay Solar Grazier ***[the entire remainder of the contract price set forth in the SOW] OR [the early termination fee set forth in the SOW]*** upon such termination without cause.

(b) **Early Termination of SOW by Solar Grazier**

i. **For Cause Prior to Start Date**. By written notice effective upon receipt, Solar Grazier may terminate a SOW prior to its stated "Start Date" if conditions are revealed [through testing of the soil at the Solar Site, site walkthrough, or otherwise] prior to the Start Date which could reasonably be expected to pose a health risk to sheep.

ii. **For Cause Prior to End Date**. By written notice effective upon receipt, Solar Grazier may terminate a SOW prior to its stated "End Date" (A) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar grazing for the remainder of the relevant SOW Term, (B) upon Site Manager's failure to make a required payment in accordance with the relevant SOW; (C) upon Site Manager's material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW), or (D) upon delay that gives right to termination under Section 5(b). If default under clause (B) or (C) occurs and is capable of cure, then such notice shall be subject to a 30-day cure period from the date thereof, and if Site Manager cures such default prior to expiration of such period, termination will not occur.

iii. **Without Cause**. In the case of a multiyear SOW, Solar Grazier may terminate the SOW without cause prior to its stated "End Date", provided that such termination must occur at or following the end of a grazing season and written notice of such

termination must be provided at least ***[75 days]*** prior to the commencement of the next grazing season (as such seasons are specified in the SOW).

(c) **Effect of Termination on Payment Obligations**. No termination by either Party shall relieve Site Manager of its obligation to pay Solar Grazier for Services properly performed prior to such termination, and such payment will be adjusted on a ratable basis accordingly. Site Manager shall reimburse Solar Grazier for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event will termination costs plus all compensation paid under a SOW exceed the total price agreed for the services under the SOW.

(d) **Termination by Mutual Agreement.** The Parties may terminate any SOW at any time by mutual written agreement specifying the termination date and final payment terms. Unless otherwise agreed, Site Manager shall pay Solar Grazier for all services performed through the termination date, and neither Party shall be liable for early termination fees.

Section 7. Post Termination Land Access. Upon expiration or termination of a SOW by either Party, Site Manager shall provide Solar Grazier reasonable time and access to remove sheep, equipment, and supplies from the Solar Site.[9]

Section 8. Sheep Management, Health, and Welfare

(a) **Solar Grazier Rights and Duties**

i. Solar Grazier shall be responsible for the health and well-being of sheep, herding animals, and guardian animals, including keeping adequate water and mineral supply; and Solar Grazier shall be permitted to station watering cubes and other portable watering distribution and dispensing equipment at the Solar Site.

ii. Solar Grazier shall have access to the Solar Site before the start of the SOW, and periodically throughout the Agreement Term, to conduct site walks and soil testing. Upon request, Site Manager shall provide Solar Grazier with any previously performed soil test reports for the Solar Site.

iii. Solar Grazier shall have 24-hour access to sheep at the Solar Sites. Solar Grazier shall keep Solar Site access details confidential. ***[A representative of Site Manager need not be present for Solar Grazier's access]***.

iv. Solar Grazier shall be permitted to keep herding and guardian animals including but not limited to dogs, at the Solar Site. Solar Grazier shall ensure herding and guardian animals are current on all vaccinations and shall provide proof of vaccination upon request.

[9] **Note to drafter:** A hard cutoff date may be added to this provision by adding: ***"provided that such period will be no more than [10] days after expiration or termination for retrieving sheep and [30] days after expiration for retrieving other equipment and supplies."***

v. If Solar Grazier becomes aware that its activities have caused any damage to the solar equipment at the Solar Site, Solar Grazier shall notify Site Manager within 24 hours.

(b) **Site Manager Duties**

i. Site Manager shall provide prompt verbal notice to Solar Grazier if Site Manager becomes aware that any of the sheep or guardian animals are apparently suffering from illness or accident, followed by written notice.

ii. Site Manager shall provide Solar Grazier with 24 hours' notice (except in the case of an emergency per Section 8(b)(vii), when Site Manager shall provide as much notice as is reasonably practical) of need for repairs or of need to access panels within a sheep grazing area so that Solar Grazier may assist with managing sheep during such repairs or access.

iii. Site Manager shall not plant any prohibited vegetation types that are mutually by Solar Grazier and Site Manager as prohibited and listed in the applicable SOW as such.

iv. Site Manager shall ensure that employees and subcontractors keep the perimeter/security gates closed where solar grazing is occurring.

v. Site Manager shall notify Solar Grazier immediately if Site Manager's employees or subcontractors break Solar Grazier's equipment, including but not limited to breakage of fencing.

vi. Site Manager shall notify Solar Grazier promptly of any changes to location of any battery storage systems, transformers, and other potentially hazardous equipment at the Solar Site.

vii. Site Manager shall provide immediate notification to Solar Grazier in the event of any emergency condition at the Solar Site that poses potential risk to the health or safety of the sheep, including but not limited to fire, equipment malfunction, or chemical spill. Site Manager shall provide all reasonable assistance necessary to safely remove sheep and Solar Grazier's equipment from the Solar Site in the event of such an emergency.

Section 9. Fencing, Signage, and Security

(a) Site Manager shall provide and maintain permanent, secure perimeter fencing and gating to ensure that sheep may not escape the Solar Site and that predators may not enter the Solar Site. Secure perimeter fencing means that such fencing has rigid tension, is flush to the ground, has fenced culverts, and has gates that close tightly. Should Site Manager fail to perform its obligations set forth in this Section, and such failure continues for 24 hours after notice from Solar Grazier (except in case of emergency, when no notice shall be

necessary), Solar Grazier may perform Site Manager's obligations, and Site Manager shall reimburse Solar Grazier, upon demand, for Solar Grazier's reasonable costs incurred in performing such obligations.

(b) Site Manager shall permit Solar Grazier to install temporary interior fencing at the Solar Site that is reasonably necessary to ensure orderly management and security of sheep. Site Manager shall permit Solar Grazier use of interior electrical and power supplies at the Solar Site or, alternatively, use of auxiliary electrical and power supplies at the Solar Site. Solar Grazier shall not be responsible for any costs incurred from use of such interior or auxiliary power and electrical supplies at the Solar Site.

Section 10. Use of Herbicides, Pesticides, and Fungicides. Neither Party nor their subcontractors shall use herbicides, pesticides, or fungicides on the Solar Site without prior written consent of the other Party.[10]

Section 11. Subcontractors

(a) *[Solar Grazier may subcontract the performance of the Services in order to fulfill Solar Grazier's obligations or the Vegetation Maintenance Standard, upon written notice to Solar Site Manager provided at least [48 hours] prior to the subcontractor's first visit, which notice shall include subcontractor's name, company, proof of insurance, and any relevant credentials. Unless otherwise consented to by Site Manager (which consent may not be unreasonably withheld, conditioned, or delayed), the subcontractor must carry insurance meeting the standards set forth in Section 15.]* ***OR***
[Solar Grazier may subcontract the performance of the Services in order to fulfill Solar Grazier's obligations or the Vegetation Maintenance Standard, subject to Site Manager's prior written approval of the subcontractor (which approval may not be unreasonably withheld, conditioned, or delayed).][11]

(b) Solar Grazier authorizes Site Manager to subcontract the performance of its fencing, signage, and security obligations, or other maintenance services, with timely notice of the subcontractor's presence provided to Solar Grazier.

(c) No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this MSA and the SOW(s). Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors, and for payments owed to its subcontractors by the terms of their subcontracts.

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[10] **Note to drafter**: Conform this section as necessary to Site Manager requirements (e.g., commercial pesticide applicator's license, who bears responsibility for treatment of invasive species, etc.).

[11] **Note to drafter:** Choose EITHER the first bracketed clause or the second bracketed clause. The first option allows Solar Grazier to subcontract upon notice to Site Manager but without requiring Site Manager's approval of the subcontractor (unless the subcontractor does not carry insurance meeting the MSA standards). The second option only allows subcontracting upon Site Manager's prior approval of the subcontractor.

Section 12. Visitors. Site Manager shall provide Solar Grazier with 24 hours electronic notice of all planned visitors who are not regular workers at the Solar Site, including (a) any person visiting for a short duration who will not perform work at the site and (b) any contract worker who does not normally perform extended work at the Solar Site such as a delivery driver.

Section 13. Notice. All notices required or permitted under this MSA or a SOW may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Solar Grazier: ***[enter name, address, phone number, and email address]***

Site Manager: ***[enter name, address, phone number, and email address]***

Section 14. Indemnification.

(a) Solar Grazier shall indemnify and hold Site Manager, its affiliates and their respective employees, directors, officers, shareholders, and agents (the "**Site Manager Indemnified Parties**") harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, which are imposed upon or incurred by any of the Site Manager Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Solar Grazier of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Solar Grazier or any of its employees, directors, officers, shareholders, agents, and subcontractors in connection with the performance of its obligations under this MSA or an SOW.

(b) Site Manager shall indemnify and hold Solar Grazier, its affiliates and their respective employees, directors, officers, shareholders, agents, and subcontractors (the "**Solar Grazier Indemnified Parties**") harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, which are imposed upon or incurred by any of the Solar Grazier Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Site Manager of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Site Manager or any of its employees, directors, officers, shareholders, agents and subcontractors in connection with the performance of its obligations under this MSA or an SOW.

(c) Notwithstanding anything to the contrary in Section 14(a) and (b),
   i. Solar Grazier hereby releases Site Manager from any claims arising from any injury or death to sheep on a Solar Site or any damage to Solar Grazier's personal property on a Solar Site caused by natural events, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Site Manager or any of its employees, directors, officers, shareholders, agents and subcontractors, and

ii. Site Manager hereby releases Solar Grazier from any claims arising from any injury or death to persons on a Solar Site or any damage to the solar equipment or other personal property on a Solar Site caused by the natural activity of the sheep, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Solar Grazier or any of its employees, directors, officers, shareholders, agents and subcontractors.

Section 15. Solar Grazier Insurance Requirements.

(a) During all SOW Terms, Solar Grazier shall, at Solar Grazier's own expense, maintain and carry in full force and effect at least the following insurance coverage:
   (i) commercial general liability with limits of at least ***[$]*** for each occurrence and ***[$]*** in the aggregate;
   (ii) commercial automobile liability to the extent required by governing law; and
   (iii) workers compensation insurance to the extent required by governing law.[12]

(b) All insurance coverage required by this section shall name Site Manager as an additional insured. Solar Grazier shall provide Site Manager with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this section, and shall not do anything to invalidate such insurance.

Section 16. Assignment. Neither Party may assign or transfer its rights or interests under this MSA or any SOW to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 17. Severability. If any part of this MSA or any SOW is invalid or unenforceable, the balance of this MSA or such SOW shall remain effective, absent such provision, if the essential provisions of this MSA or such SOW for each Party remain valid and enforceable.

Section 18. Compliance with Applicable Laws. Both Parties and their employees, representatives, and agents shall comply at all times with all present or future applicable laws, rules, ordinances and regulations governing or relating to the Services.

Section 19. Waiver. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this MSA or any SOW or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

Section 20. Entire Agreement. This MSA, together with the SOW(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

[12] Insurance requirements may be unique to the terms you have negotiated with the Solar Site/Site Manager. This section can be altered to list the insurance that you have agreed to or intend to agree to.

Section 21. Survival. Sections 6, 13, 14, and 16-23 of this MSA shall survive termination of this MSA, and any other provisions in this MSA and a SOW which by their nature should remain in effect beyond termination of this MSA or such SOW will survive until fulfilled.

Section 22. Amendments. This MSA and any SOW may be modified or amended only by written agreement executed by the Parties.

Section 23. Governing Law. This MSA and each SOW shall be construed and governed by the laws of the State of **/_____/.**[13]

SIGNATURE PAGE TO FOLLOW

[13] **Note to drafter.** Insert state in which work will be rendered or, if work to be rendered in more than one state, the state law parties agree to govern the contract.

IN WITNESS THEREOF, the parties hereto have executed this Master Services Agreement on the dates below their signatures.

Solar Grazier:

[*INSERT NAME OF SOLAR GRAZIER*]

[*Signature block if Solar Grazier is an individual:]*

_____
Date:

[*Signature block if Solar Grazier is a business entity:]*

By: _____
Name:
Title:
Date:

Site Manager:

[*INSERT NAME OF SITE MANAGER*]

By: _____
Name:
Title:
Date:

EXHIBIT A

STATEMENT OF WORK

SOW Date: _____
SOW Number: _____

This Statement of Work (this "**SOW**"), dated as of the date set forth above, adopts and incorporates by reference the terms and conditions set forth in the Solar Grazer Master Services Agreement (the "**MSA**") dated as of the date referenced below between the Solar Grazier and Site Manager referenced below. Capitalized terms used but not defined in this SOW shall have the meanings given in the MSA.

Section 1. Master Services Agreement.

Master Services Agreement Date: _____
Name of Solar Grazier: _____
Name of Site Manager: _____

Section 2. Location of Services to be Provided.

Solar Site Name: _____
Solar Site Address: _____
_____
Estimated Acreage: _____

Section 3. Description of Solar Site.

Provide a narrative description and/or attach photograph or map that clearly depicts Solar Site boundaries and area Solar Grazier will maintain:[14]

_____
_____
_____

Section 4. Vegetation Maintenance Standard for Solar Site. Solar Grazier shall cause all vegetation on the Solar Site to be maintained as follows at substantially all times on substantially all areas specified in Section 3, subject to the schedule set forth in Section 6 below:[15]

Check all that apply:

[14] **Note to drafter:** This should include specifics of the area within the solar site that will be maintained (excluding areas for wildlife, forested areas, etc.). This may or may not include maintaining outside the fence-line grasses (and trees) a specified number of feet away from the fence line to the standard described in section 4.
[15] **Note to drafter:** Pick the option(s) most appropriate for the site in question or input own standards determined by Solar Grazier and/or Site Manager.

- ❑ ☐ Vegetation will not shade the solar panels.
- ❑ ☐ Vegetation will not reach a height taller than approximately _____ inches.
- ❑ ☐ Vegetation will remain between approximately _____ inches and ____ inches.
- ❑ ☐ *Describe other standard:* _____

[Vegetation Maintenance Standard for Other Areas. Solar Grazier shall cause all vegetation in [*describe area outside the fence line or other areas outside Solar Site itself that are subject to this SOW, if applicable*] to be maintained as follows at substantially all times on substantially all such areas, subject to the schedule set forth in Section 6 below:

Check all that apply:

- ❑ ☐ Vegetation will not reach a height taller than approximately _____ inches.
- ❑ ☐ Vegetation will remain between approximately _____ inches and ____ inches.
- ❑ ☐ *Describe other standard:* _____]

[16]

Section 5. Dates of Service.

SOW Start Date:[17] _____
SOW End Date: _____
The period commencing on the SOW Start Date and ending on the SOW End Date is referred to as the "**SOW Term**".[18]

Section 6. Work Schedule and Deliverables.

DELIVERABLES/MILESTONES[19]	**DATE(S)**
Include any and all milestones and agreed-upon deliverables and dates.	

[16] **Note to drafter:** This section is optional based on whether Solar Grazier plans to graze outside the fenced-in area of the Solar Site.
[17] **Note to drafter:** The SOW start date must be on or after the governing MSA's Effective Date
[18] **Note to drafter:** This applies for both multi-season and single-season SOWs. If this SOW spans multiple seasons, be sure to clarify key performance and milestone dates over each season.
[19] **Note to drafter:** At a minimum, be sure to include: (1) when and for what time period the Vegetation Maintenance Standard must be met by Solar Grazier (2) separate entries/date ranges for when sheep will be on-site if a multi-season SOW and sheep will not be on the site continuously (with the understanding that there is a "buffer period" for delivering the sheep per section 5).

Section 7. Fees. Site Manager shall pay Solar Grazier for the Services for the Solar Site according to the following payment terms and schedule:[20]

Payment No./ Description of Services	**Due Date**	**Amount**

[Section 8. Early Termination Fee. *The early termination fee for termination by Site Manager without cause, as described in Section 6(a)(iii) of the MSA, is $_____.]*[21]

[Section 9. Prohibited Vegetation Types. *Site Manager shall not plant the following vegetation types at the Solar Site: _____.]*[22]

Section 10. Other SOW-Specific Terms and Conditions.

Insert any other specific terms and conditions agreed for this Solar Site and SOW, if any:

_____

_____

_____

[SIGNATURE PAGE FOLLOWS]

[20] **Note to drafter:** Insert fees and payment schedules for each grazing season (in each respective year, if applicable). Fees may remain the same each year, may increase by a fixed percentage each year, or may be determined by some other method by the parties.

[21] **Note to drafter:** Include this provision if parties agree to an early termination fee rather than agreeing to Site Manager paying the remainder of the SOW price in the event of Site Manager's early termination without cause.

[22] **Note to drafter:** Include particularly if this is a multi-year SOW where site manager may be planting vegetation during non-grazing seasons.

IN WITNESS THEREOF, the parties hereto have executed this Statement of Work on the dates below their signatures.

Solar Grazier:

[*INSERT NAME OF SOLAR GRAZIER*]

[*Signature block if Solar Grazier is an individual:]*

_____
Date:

[*Signature block if Solar Grazier is a business entity:]*

By: _____
Name:
Title:
Date:

Site Manager:

[*INSERT NAME OF SITE MANAGER*]

By: _____
Name:
Title:
Date:

OPTIONAL RIDERS ON FENCING, SIGNAGE, AND SECURITY

Instructions for use: *Include any or all of the additional provisions on fencing, signage, and security as desired* ***at the end of the MSA Section 9*** *as new clause(s) and update lettering accordingly.* ***Delete all unused optional provisions.***

(d) Site Manager shall maintain adequate records of all persons entering and exiting the Solar Site, including regular maintenance and operations personnel, and such record shall include names, dates, and duration of stay. These records shall be available to Solar Grazier upon request.

(e) No vehicle(s) (cars, pickup trucks, trucks, trailers) are allowed in the Solar Site, unless for loading and unloading during the performance of the agreed-upon service, and only upon Site Manager or Site Manager's point of contact's consent. In the event of vehicle access (for example, for loading and unloading purposes), the vehicle must park in the open area just next to the gate entrance. Under no circumstances are vehicles allowed around the solar arrays.

(f) Site Manager shall supply visitors, including without limitation, all employees, contractors and subcontractors, students, and researchers with the "Meet the Grazing Sheep" informational sheet, attached hereto as Exhibit B, prior to or upon arrival at the Solar Site.

(g) Site Manager shall post signage at entrance gate and at **[additional locations]** to alert visitors that sheep are present on the Solar Site, to direct visitors to close the gates at all times, and to instruct visitors not to feed the sheep at any time. The following notice shall serve as an adequate signage message:

CAUTION: SHEEP ON SITE
DO NOT APPROACH ANIMALS
IMMEDIATELY CLOSE GATE

(h) Solar Grazier shall be permitted to install surveillance technology, gate alarm, or other system to keep track of who enters and exits the site.

(i) Solar Grazier shall be permitted to install additional temporary fencing on the solar site in order to ensure sheep safety.

(j) Solar Grazier shall provide signs that state "CAUTION ELECTRIC FENCE" with high-visibility flagging tied to the fence wherever their electric fence crosses a road to notify personnel that the fence is electrified.

(k) Solar Grazier shall provide ***[weekly, monthly, etc.]*** updates to Site Manager providing work completed to date, planned work areas, and any unforeseen issues that impact the project's completion timeline.

ONLY INCLUDE IF THE OPTIONAL MSA PROVISION SECTION 8(f) REGARDING VISITORS WAS ADDED TO THE FINAL MSA

EXHIBIT B
MEET THE GRAZING SHEEP

MEET THE GRAZING SHEEP

Hello and welcome to our Solar Site! We use sheep onsite within the array fields to sustainably manage our vegetation. These sheep are owned or managed by a local farmer and are moved around the site as a way to manage the vegetation.

Sheep are friendly but can be scared easily by loud noises, stray dogs, people chasing them, and other threats. Please treat the sheep with respect and move slowly when working in areas where sheep are grazing.

Sometimes the sheep will have a portable electric fence around them called an *electronet* ***[or polywire]***. The electricity in this fence is low voltage and designed to give the sheep a gentle reminder about where to stay.

The electric fence is controlled at the *solar power charger* or at an *auxiliary power unit*. The electric fence may be turned off, but simply stepping over the fence is preferred. **If you turn the electric fence off during your visit, please TURN IT BACK ON before you leave.**

When you visit the solar site, here are a few guidelines to follow:

1. You may contact _____ at _____ for emergencies.

2. Please CLOSE THE GATES! The sheep can escape if you do not close the gates.

3. Please do not feed or approach the sheep.

4. Remain calm and avoid eye contact with sheep.

5. All photos and media coverage are prohibited without permission from appropriate authorities.

6. Please leave all fencing, chargers, and other sheep supplies where you found them.

Thank you! And please close the gates behind you!