



13 Hook Road, Rhinebeck, NY 12572  
suncommon.com \* 866.452.7652  
Putnam County License PC3469

## Solar Agreement

THIS CONTRACT is made \_\_\_\_\_ by and between Hudson Valley Clean Energy, Inc., dba SunCommon, together with its successors and assignees hereinafter called "SunCommon" or "Contractor", and \_\_\_\_\_, hereinafter called the "Owner". The Contractor agrees to sell and the Owner agrees to purchase a Grid-Intertie Photovoltaic Generating System, hereinafter called the "System". The Contractor and the Owner for the considerations named agree as follows:

### 1. Description of System

The Contractor will furnish all of the materials and perform all of the installation work for the system as described below:

DC Rated Power at STC: \_\_\_\_\_ kWp  
Photovoltaic Modules: Quantity \_\_\_\_\_, \_\_\_\_\_ watts each  
Location and Mounting of Modules: \_\_\_\_\_ mount using \_\_\_\_\_ hardware with modules in \_\_\_\_\_  
Inverter: Quantity \_\_\_\_\_,  
total rated power \_\_\_\_\_ kW \_\_\_\_\_ volts  
Location of Inverters and PV System Meter: \_\_\_\_\_  
Location of DC Disconnect: \_\_\_\_\_  
Location of AC Disconnect: \_\_\_\_\_  
Additional Provisions: \_\_\_\_\_  
\_\_\_\_\_

The System will be located on the Owner's property at: \_\_\_\_\_  
The Owner's mailing address is \_\_\_\_\_

The Owner understands with and agrees to the appearances, locations and mountings as described above and understands that the System is to be considered a permanent and fixed installation on the property. The Owner further agrees that any changes to the equipment specified or equipment locations may increase the System price and time scheduled for the installation. The Owner understands that the System is a Grid-Intertie Photovoltaic Generating System that is required by state and utility company regulations to disconnect and shut down in the event of a utility electric grid failure, and will not provide back-up power in the event of such failure.

### 2. Installation Schedule

As conditions of Contractor's obligations to install the System, (i) a building permit must be issued from the local authorities, and (ii) the New York State Energy Research and Development Authority (NYSERDA) must approve an application for the incentive funding. The Owner understands that NYSERDA approval may take up to 90 days after the application is submitted to NYSERDA. The Contractor shall be responsible for applying for the building permit and NYSERDA incentive funding approval and the Owner agrees to cooperate as reasonably necessary with the Contractor in applying for the building permit and incentive funding approval. If additional state or local government approvals are required, then these will be the responsibility of the Owner. Installation work by the Contractor will commence on or about \_\_\_\_\_ and will be complete on or about \_\_\_\_\_. The installation of the System will be considered totally complete upon successful commission testing of the System by the Contractor. The Contractor shall not be liable for any delay due to circumstances beyond its control including delay or inability to obtain a building permit or other approvals from the local authorities, delays by NYSERDA in approving the incentive funding, unavailability of access to the Owner's property, unavailability of subcontractors or utility personal, timeliness of customer payments, strikes, weather, casualty or unavailability of any material.

### 3. Contract Price and Schedule of Payments

Total System Price	_____
NYSERDA Incentive, paid directly to Contractor	_____
Total Contract Price	_____

The Owner is responsible for payment of the Total Contract Price to the Contractor pursuant to the following schedule:

Deposit	Non-refundable Engineering Fee	_____	_____
Down Payment		_____	_____
Progress Payment		_____	_____
Final Payment		_____	_____

If the Total Contract Price is not paid in full upon completion of the installation, the Contractor reserves the right to lock the System in a turned off, non-functioning position, and to pursue such other remedies available in law or equity. Preapproval for all financing is required in order to schedule installation of the System. If the Owner is unable to secure preapproval for financing, the Contractor reserves the right to cancel this contract without recourse.

The Owner may be eligible for a New York State Tax Credit of up to \$ \_\_\_\_\_ and a Federal Tax Credit of up to \$ \_\_\_\_\_. The Owner will be solely responsible for applying for these credits and meeting any terms and conditions required by the NY State Department of Taxation and Finance and the Internal Revenue Service. The Contractor makes no representations or warranty that the Owner will receive these tax credits and has no responsibility or liability whatsoever if the Owner does not receive any tax credits. The Owner hereby agrees to consult with a tax professional to determine the applicability of these tax credits to his or her own financial situation.

4. System Energy Output

The estimated annual expected energy output of the System is \_\_\_\_\_ kWh. The Owner understands that this output is dependent on climactic conditions, which are naturally variable. Actual output of the System over any consecutive twelve month period may be higher or lower than this number. The Owner understands that changes to the system design will change this annual expected energy output.

5. System Limited Warranty

Details of the NYSERDA-required warranty terms are provided in NYSERDA NY-SUN documentation. Additionally, the solar modules will have a 25-year warranty from their manufacturer, the inverter(s) will have a \_\_\_\_\_-year warranty from their manufacturer and the Contractor will provide a 10-year workmanship warranty. Cellular Monitoring, if included, will have 5 years of data plan. The Owner must notify the Contractor within ten days of the first knowledge of any defect. The Owner shall give the Contractor the first opportunity to make any warranty repairs within a reasonable period of time.

Exclusions from Coverage: The Contractor’s warranty is limited to the actual System installed and the work done by the Contractor. This System warranty does not cover (i) intentional or accidental damage done to the System by the Owner or others, (ii) damage or failure due to acts of God, floods, storms, windstorms, lightning, fires, animals, or order or request by any federal state, or local governmental authority, (iii) problems resulting from any failure of Owner to maintain the system or the building on which it is mounted, (iv) problems resulting from tampering, accident, abuse, unauthorized repairs or alterations to the System, (v) roof leaks not associated with work done by the Contractor, (vi) internet or cellular system monitoring interruptions or failures related to internet or cellular network availability or reception.

THIS LIMITED WARRANTY CONSTITUTES THE ENTIRE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGE OF ANY NATURE WHATSOEVER.

6. System Cost Breakdown

NYSERDA requires that the Contractor provide the Owner with estimated cost data for the major components of the System.

PV Modules	_____
Inverters	_____
Balance of System Material	_____
Purchased Services, Labor, Insurance, Overhead	_____
Total System Price	_____

7. Insurance

The Contractor represents that it has purchased and has kept in force commercial general liability insurance, commercial automobile liability insurance and workers compensation insurance. The Contractor will provide evidence of this insurance to the Owner upon request.

8. Access to System for Inspections

The Owner agrees to make the System reasonably available for inspection and/or maintenance by the Contractor during the warranty period.

9. General Terms and conditions

In addition, the following general provisions apply:

- (a) To the extent required by law, all work shall be performed by individuals duly licensed and authorized to perform the work and in compliance with the National Electrical Code in effect at the time of installation in the State of New York. All installation work shall be performed during normal business hours and weekends as weather permits.
- (b) The Contractor may, at its discretion, engage subcontractors to perform some of the Contractor’s work. The Contractor will pay those subcontractors and remain responsible for the proper completion of this Contract.
- (c) System design changes may be necessary due to subsequent structural engineering analysis, electrical or mechanical design issues, site specifics including shading, NYSERDA or utility requirements, or material changes. Such changes to the System will result in Change Orders. All Change Orders shall be in writing and signed by the Owner and Contractor to be accepted by both parties, and shall then be incorporated in and become a

part of this Contract. The Contractor reserves the right to cancel this Contract without recourse at any time if the Contractor believes a Change Order is required and the Owner and Contractor are unable reach agreement on and both sign the Change Order.

(d) The Contractor shall apply for a building permit if one is required by the local authorities. The Contractor will arrange for the final electrical inspection. The Contractor will assist the Owner in obtaining any additional permits, such as zoning variances or historic district approvals, but those permitting costs will be the responsibility of the Owner. The Owner will be responsible for clearing any pre-existing building, zoning or electrical code violations on the property.

(e) Total System Price includes an initial structural engineering analysis. If that initial analysis indicates the structure may not be able to support the PV system, or that additional analysis by a licensed structural engineer is required, the costs of the additional analysis and any required reinforcements will be the responsibility of the Owner.

(f) The System Price assumes the Contractor will not encounter any rock or bedrock during the excavation or trenching, and will not have to drill through concrete or stone slab or foundation. The Owner agrees that if such rock is encountered or such drilling is required, the additional cost of labor, material, rental equipment or subcontractors will be an extra charge, above the Total Contract Price, and will be the responsibility of the Owner. \_\_\_\_\_ [INITIAL HERE S]

(g) The Contractor will not be responsible for roof leaks if the pre-existing roofing system has not been installed in accordance with the roofing material manufacturer's installation instructions. For asphalt shingle roofs 2/12 pitch or shallower, these installation instructions often require the inclusion of an ice and water shield layer.

(h) The Owner agrees to let the Contractor use photographs of the System for the Contractor's marketing purposes.

(i) The Contractor will install and initiate operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation, but will have no liability whatsoever for future possible changes to such laws or rulings or their effect on the operation of the system. The Owner will be required to enter into a metering agreement with the local electric utility and the Contractor will assist the Owner in doing so.

(j) After completion of the installation of the system, the Contractor will remove all debris accumulated by the installation and rough grade over any excavation work. Rough grade establishes the approximate grade and slope of the terrain as it was prior to the start of installation, but the soil is usually coarse and not suitable for planting or mowing. The terrain may have loose rocks and there may be some settling of the earth where trenching was done, and around poles or posts. Finish grading, topsoil, fill, leveling, grading seeding, straw, driveway repair and repaving, wall repair, refinishing and painting are the responsibility of the Owner.

(k) The Owner hereby agrees to hold Contractor harmless for any dangerous condition on the Owner's property which may exist or occur during the course of the installation of the System.

(l) All disputes arising under this Contract shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any arbitration proceeding shall be Dutchess County, New York.

(m) This agreement is the entire agreement between the Owner and the Contractor and supersedes all other oral and written communications and representations.

(n) Any payments received from the Owner shall be deposited within (5) business days in the Contractor's escrow account held at Citizens Bank in Rhinebeck, NY.

(o) Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his or her rights to discharge a mechanic's lien.

(p) The Owner may cancel this home improvement contract until midnight of the third business day after the day on which the owner signed the agreement. Cancellation occurs when written notice of cancellation is given to the Contractor.

(q) This agreement shall bind the respective parties hereto, their distributees, successors, legal representatives and assigns.

(r) Modifications to this agreement must be made in writing and signed by both parties.

(s) The Client may have rights under the New York State Home Energy Fair Practices Act (HEFPA) and the Uniform Business Practices Distributed Energy Resources oversight. Inquiries about HEFPA and UBS-DER oversight may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>.

SIGN HERE

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Contractor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date