Owner Name	Co-Owner Name (If applicable)
Address	Phone
Email	Eov
	Fax
Project Address	Project Size

This **SOLAR INSTALLATION AGREEMENT** (the "Agreement") is the agreement between Owner (which includes the undersigned Owner -as identified above- and any Co-Owner) and the undersigned installation contractor, PowerLutions LLC, a New Jersey limited liability company ("PowerLutions"), covering the installation by PowerLutions of a solar panel system ("System" as outlined on Exhibit B) at the project address listed above (Owner's "Property").

- 1. **Sole Agreement**. This Agreement is the sole agreement being made between PowerLutions and Owner. No guarantees by any third party nor any verbal arrangements or modifications to this Agreement by PowerLutions are binding upon PowerLutions unless confirmed in writing by an authorized representative of PowerLutions. PowerLutions is an independent contractor, serving as installer/contractor only. PowerLutions shall use its own tools and equipment, shall perform the work specified in Exhibit B independent of supervision, being responsible only for completion of the work as outlined herein.
- 2. **Effective Date.** THIS SOLAR INSTALLATION AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL SIGNED BY OWNER AND POWERLUTIONS, AND A COPY HAS BEEN PROVIDED TO THE OWNER (the "Effective Date").
- 3. **Installation; Cost.** Owner and PowerLutions acknowledge and agree that the System to be installed at Owner's Property will be designed, procured, constructed, installed, tested and interconnected by PowerLutions (the "Installation"). The cost to Owner for the Installation under this Solar Installation Agreement is \$\_\_\_\_\_\_ per watt. Total cost is estimated at \$\_\_\_\_\_\_ as per current Project Size (see Exhibit B.)
- 4. **IMPORTANT**: PowerLutions makes no guarantees, representations or warranties regarding system output or production, expected utility rate increases or any other factors used to calculate Owner's payments or savings. No production estimates, whether given verbally or in writing, shall be legally binding, and are merely intended as informational estimates.
- 5. **Owner Representation.** Owner represents and warrants that Owner is the owner of (or owner of the rights to placement of the System) on the Property. Owner is required to allow PowerLutions

onsite access to the Property in order to install and operate the System. To the best of Owner's knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold. If the Installation is to a roof, Owner acknowledges and accepts that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer. In the event of any conflict between the terms of this Solar Installation Agreement and any other agreement between Owner and PowerLutions, the terms of this Solar Installation Agreement shall control.

- 6. **PowerLutions Representation.** PowerLutions is a New Jersey licensed contractor, HIC #13VH05608900. The New York City Home Improvement Contractor License number for PowerLutions is #2067294-DCA. PowerLutions shall comply with all state and local licensing and registration requirements for type of activity involved in the work specified herein.
- 7. Commencement of Work. Installation work shall commence upon receipt of all approvals necessary for construction. Owner agrees to (a) grant PowerLutions and its contractors and agents reasonable access to Owner's Property and cooperate with PowerLutions for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Owner's electric system; (b) cooperate with PowerLutions and assist in obtaining any permits needed, including any documentation related to net metering (PowerLutions shall be responsible for determining which permits are necessary and for obtaining the permits, and shall advance funds to pay for all state and local permits necessary for performing the specific work. Owner is required to sign all documentation required by municipal, State, utility and agencies in order for PowerLutions to complete the installation. If Owner does not sign required documentation, Owner will be liable for damages incurred thereby); (c) obtain any consent of a third party required for the Installation, such as a homeowner's association. PowerLutions will provide reasonable assistance to assist Owner in obtaining any required third party consent; and (d) allow PowerLutions to connect the System to Owner's local electric utility grid and provide all necessary authorizations for such interconnection.
- 8. Scope of Work. This Solar Installation Agreement is for solar installation services only. This is not an agreement for home improvement services or goods. This Solar Installation Agreement does not include an obligation by PowerLutions to (a) remove or dispose of any hazardous substances that currently exist on Owner's Property; (b) improve the construction of the roof of Owner's Property to support the System; (c) remove or replace existing rot, rust or insect-infested structures; (d) provide structural framing for any part of Owner's Property; (e) pay for or correct construction errors, omissions or deficiencies by Owner or Owner's contractors; (f) pay for, remove or remediate mold, fungus, mildew or organic pathogens; (g) upgrade Owner's existing electrical service; (h) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation; (i) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System; (j) pay for any costs associated with municipal design or architectural review, or other

specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required); (k) paint electrical boxes or conduit at Owner's Property; (I) move items unassociated with the System around Owner's Property; or (m) provide any other home improvement goods or services (each an "Excluded Service"). If an Excluded Service must be performed in order to properly complete the Installation of the System, PowerLutions will promptly notify Owner of the necessity of such Excluded Services, and Owner agree to promptly cause such Excluded Services to be completed by a separate contractor in accordance with PowerLutions' Installation schedule; the completion of Excluded Services will delay completion of installation of the Services, but shall not extend any installation deadlines that may exist.

- 9. **PAYMENT**: Owner is responsible for all payments, regardless of financing. In the event a financing entity declines Owner's application or approves Owner's application but refuses payment Owner will still be legally responsible for all costs under this Agreement. All amounts are due and payable as set forth on Exhibit A. In the event of a breach of this Agreement, Owner agrees that Owner will be responsible for all costs/damages suffered by PowerLutions, plus a five percent (5%) penalty.
- 10. RIGHT TO CANCEL. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT (SEE EXHIBIT C, THE NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT). YOU MAY ALSO CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU RECEIVE A FULLY SIGNED COPY OF THIS CONTRACT.
- 11. WARRANTIES: To the extent authorized, PowerLutions will transfer to Owner the manufacturer's warranty upon transfer of title. Other than warranties provided by the Products manufacturer, Owner acknowledges that, with respect to the Products sold to Owner, PowerLutions does not make any expressed or implied warranties and the Products are provided "AS IS," except that PowerLutions will provide parts and labor only for a period of ten (10) years to the extent not covered by the manufacturer's warranty, EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, POWERLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ON PRODUCTS FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL **IMPLIED WARRANTIES** OF DESIGN. MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Effectiveness of Warranty assumes Owner performing periodic maintenance as required. Shading from trees, and other impediments will cause shading and affect production. Tree, shrubs, branches and other causes of shade must be properly maintained for System to operate efficiently. If Owner, Owner's representative or agent, or any non-PowerLutions personnel, tamper with any part of the system the warranty shall be null and void. Owner will be responsible to pay PowerLutions all damages that PowerLutions may incur.

Roof Warranty: PowerLutions warrants and acknowledges that if in the course of the installation work PowerLutions is required to penetrate the roof of the Premises and thereby causes damage to areas of the roof that are within a three (3) inch radius of roof penetrations, PowerLutions will repair such damage for the benefit of the Customer. During the Roof Warranty Period (as defined below). This roof warranty will run from the date PowerLutions begins installation of the System at the Premises through three (3) years.

- 12. LIMITATION OF LIABILITY: IN NO EVENT WILL POWERLUTIONS BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR FOR BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY) HAS BEEN WARNED OF THE POSSIBILITY OF **SUCH** FOREGOING, DAMAGES. WITHOUT LIMITING THE IN NO EVENT WILL POWERLUTIONS' TOTAL CUMULATIVE LIABILITY TO OWNER OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY OWNER TO POWERLUTIONS FOR PURCHASE OF THE PRODUCTS.
- 13. **MARKETING**: Owner agrees to allow PowerLutions to use photographs, name(s), brand names and other relevant information in its marketing materials for the purpose of promoting the PowerLutions brand name.
- 14. **FORCE MAJEURE**: If the performance of this Agreement, or any obligation hereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: terrorism, fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies or power, war or other violence; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction, or interference; provided that the party so affected will take all reasonable steps to avoid or remove such cause of non performance and will resume performance hereunder with dispatch whenever such causes are removed.
- 15. **Survival.** This Solar Installation Agreement shall continue in full force and effect from the Effective Date, until the earlier of (a) termination of this Solar Installation Agreement by PowerLutions with or without cause, effective upon written notice to Owner and (b) the 1st anniversary of the Effective Date. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) PowerLutions indemnity, removal and clean-up obligations, and PowerLutions liability for damages as set forth in herein.

- 16. **SEVERABILITY**: If any provision of this Agreement will be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 17. **ASSIGNMENT**; WAIVER: Owner's duties and obligations herein may not be assigned or delegated without the written consent of PowerLutions. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.
- 18. **ATTORNEYS' FEES**: In any action to enforce this Agreement, the prevailing party will be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.
- 19. **NOTICES**: All notices, and other communications hereunder will be in writing, and will be addressed to PowerLutions or to Owner and will be considered given when (i) delivered personally; (ii) sent by commercial overnight courier with written verification receipt; or (iii) three (3) calendar days after having been sent, postage prepaid, by certified mail.
- 20. **GOVERNING LAW**: This Agreement will be construed in accordance with, and disputes will be governed by, the laws of the State of New Jersey, excluding its conflict of law rules.
- 21. **ARBITRATION**: In the event a dispute arises between the parties arising out of or in connection with this Agreement, it will be settled by binding arbitration held in Lakewood, New Jersey under the commercial rules then in effect for the American Arbitration Association. Judgment upon any award resulting from such arbitration is final and binding on the parties, and may be entered and enforced in a court having proper jurisdiction. The award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses.
- 22. ENTIRE AGREEMENT; MODIFICATION: This Agreement and any attachments incorporated or referred herein constitute the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to this subject matter. Any provisions in any acknowledgement form or other document prepared by Owner which vary from or are additional to the provisions of this Agreement will not bind PowerLutions and are expressly rejected. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties.
- 23. Other. New Jersey law may consider this Solar Installation Agreement to be a home improvement contract. Accordingly, the below provisions and notices are included.
  - (a) PowerLutions Details. See the signature block of your Solar Installation Agreement for PowerLutions' business name, address and phone number.
  - (b) The New York City Home Improvement Contractor License number for PowerLutions is #2067294-DCA.

- (c) FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-565-6225.
- (d) Estimated Start and Completion Dates. Construction and installation of the System will begin on or about 30-90 days from the date the Solar Installation Agreement is countersigned and returned to you and be substantially complete on or about 10 days after installation begins. These dates are estimates and are not definite start and completion dates (time is not of the essence with respect to the foregoing dates).
- (e) Insurance Certificate. PowerLutions will secure and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and provide a certificate of insurance to the Director of the Division of Consumer Affairs. PowerLutions will attach a copy of its current certificate of insurance (Comprehensive General Liability) to this Solar Installation Agreement at the time it is fully executed.
- (f) Copy of the Contract. You are entitled to a copy of this Agreement.
- (g) Cancellation. NOTICE TO CUSTOMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. See the notice of cancellation form attached as Exhibit C for an explanation of your cancellation rights. If you cancel this contract within the three business day period, you are entitled to a full refund of any money that you paid. Refunds must be made within 30 days of Installer's receipt of the cancellation notice.

Generation System Disclosure Form				
	Name: Sample Customer			
Customer Information	Mailing Address: 123 Main St, Anywhere, NY 00000			
Castomer mormation	Contact Information: <u>customer1@gmail.com</u>			
Distribution Utility	123-456-7890			
Distribution office	Distribution Utility:			
	This document describes your solar purchase. In the event that the terms in this			
	statement conflict with terms appearing elsewhere in your contract, the terms in this			
	statement are controlling. Read this document and the contract carefully so that you			
Overview	fully understand this agreement.			
Overview				
	Under this Customer Purchase Agreement, Powerlutions, LLC. will install solar panels on			
	the Customer's property. Our Residential Customer Purchase Agreement is specifically			
	used for the purchase of a solar installation, which results in full ownership of the solar			

	installation for the Customer. Powerlutions, LLC. will assist the Customer with all required documentation, which includes Utility Application, Permitting, Third-Party Electrical Inspection and any other documentation needed for a residential solar installation, based on location-specific needs from Authority Holding Jurisdiction(s). Powerlutions, LLC. will sell the solar installation to the Customer for an agreed-upon price, which will be clearly outlined in the Residential Customer Purchase Agreement. The Residential Customer Purchase Agreement will also show the NYSERDA rebate amount. Payment terms will be outlined in the Residential Customer Purchase Agreement.
Price, Fees, and Charges	Prices for solar installations by Powerlutions, LLC. varies based on system size, products and overall work scope at the Customer's property. Powerlutions, LLC. continues to inform their potential customers of financing opportunities that may be available. \$0 Down solar installations with 5, 10 or 15-year loan terms are common for our customers. Interest rates vary based on chosen loan term. Monthly payments vary based on down payment, loan term and system size. Financing payments will be fixed and paid monthly to the provider of the loan. Customer's may be eligible to receive the NYSERDA NY-Sun incentive. The NY-Sun incentive is calculated based on the system size and the project's Total Solar Resource Factor. Some homeowners may be eligible for NY-Sun's Affordable Solar Incentive. Eligibility based on customer-specific criteria; such as household income. Powerlutions, LLC. is responsible for applying for the NYSERDA NY-Sun incentive on behalf of the customer. Customer may also be eligible to receive Investment Tax Credits. Investment Tax Credits may be eligible for a homeowner from the Federal and State authorities. The Customer is solely responsible for receiving Tax Credits. To be clear, Powerlutions, LLC. cannot guarantee Tax Credits and all Customers should review the estimates for Tax Benefits with an Accountant or Tax Professional.
Installation	Location of Installation: _XXX STREET CITY STATE ZIP Estimated Installation Start:MM/DD/YYY Estimated Installation Completion:MM/DD/YYY Powerlutions LLC is responsible for arranging interconnection with the utility company.
System Size and Generation	System size: _xxxxxxkW DC Estimated annual electricity production year one: _xxxxxxx KwH Estimated annual electricity production decrease due to system aging (degradation): _X% Estimated system lifetime:25 YEARS
Maintenance and Repairs	This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended.  Warranty is in contract.  POWERLUTIONS, LLC. must provide the purchaser of the PV System with a full five-year transferable warranty. The warranty must cover all components of the generating system against breakdown or degradation in electrical output of more than ten percent from the original rated electrical output. The warranty covers the full costs, including labor, of repair or replacement of defective components or systems. POWERLUTIONS,

	LLC. is responsible for providing warranty coverage in a timely manner regardless of the
	level of support from the equipment manufacturer. Requests for warranty services must be responded to within 72 hours and repairs completed within 30 days.
Roof Warranty	Your roof is warrantied against leaks or damage from the PV System Installation for a period of 5 years
Length of Agreement and End of Contract Term	Length of Agreement: The length of the Customer Purchase Agreement matches the length of the Warranty period: 5 years. Once PowerLutions, LLC. is paid in full, the Customer is the sole owner of the solar installation and all equipment installed. The Customer can sell their property and include the solar panels as a part of the property.
Early Termination and Selling Your Property	Upon signing the Customer Purchase Agreement, the Customer has up to three days to cancel the project. If the Project is cancelled within three days of signing the Customer Purchase Agreement, a full refund will be issued. Refunds will be made within thirty days of the cancellation notice. A Customer can sell their property to a new homeowner at any time after Powerlutions, LLC. is paid in full. If the solar project was financed, the lender and the Customer will determine the best strategy to close out the loan. Ownership of the solar installation can be passed on to the new homeowner because the solar panels are attached directly to the house. If the Property is sold prior to the end of the PV System Warranty period, the PV System warranty will be passed on to the new homeowner. New homeowners can contact Powerlutions, LLC. to schedule an appointment to learn more about the PV Installation on their home.
Estimated Benefits	Estimated annual electricity production in kilowatt-hours (kWh) from the PV System in Year 1 of Operation: The electricity generated by the Residential PV System will be provided as kWh bill credits. The Customer's Utility will provide the Customer with statements pertaining to solar kWh bill credits.
Guarantees	The Residential Customer Purchase Agreement does not guarantee any savings for the Customer. This Agreement does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	Customer agrees to allow Powerlutions, LLC. to request data from your local utility regarding your utility account and electric usage history. The Residential Customer Purchase Agreement allows Powerlutions, LLC. to take pictures of the PV System and Customer's Property. The Agreement also allows Powerlutions, LLC. to use these pictures in social media, the Powerlutions website and other forms of Powerlutions marketing plan. The property owner's identity (name and street address) will be withheld, but pictures of the installation may be shared.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at 732-987-3939  info@powerlutions.com 216 River Ave Lakewood NJ 08701
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.

# [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the O	Owner ha	s signed thi	is Sola	ar Installation	Agreement this		
day of, 201							
	HAS	Executed	THIS	AGREEMENT	THIS	DAY	OF
, 20 .							
By:							
Title:							
PowerLutions LLC							
216 River Avenue							
Lakewood NJ 08701							
HIC #2067294-DCA							
(OWNER'S SIGNATURE)							
(evilling signal end)							
(CO-OWNER'S SIGNATURE, IF APPL	LICABLE)						

# EXHIBIT A PAYMENT SCHEDULE

Upon Signing	
<b>Upon Material Ordering</b>	
<b>Upon Components Installed at Location</b>	
Upon Interconnection	

Payment Schedule to be followed unless payment is made by Preferred Finance Partner which shall follow prior agreed upon schedule.

Credit Cards are NOT Accepted. Check Only.

#### **EXHIBIT B**

#### PROJECT COST & SIZE ESTIMATE & PROJECT SPECIFICATIONS

Project Size:	W	* Per Watt Cost:\$	= Project Cost:\$	
Project Estin	nate includes:			

- 1. Design, purchase and installation of a PV electric solar system on roof.
- 2. All municipal permits and inspection coordination.
- 3. All scheduled state inspections.
- 4. Utility interconnection coordination.

#### Project components:

Solar Panels	Type:	Quantity:		
Inverters	Type:	Quantity:		
Revenue grade meter. Wire and conduits as necessary for the installation.				
Mountings				

#### Project Notes:

- Project is subject to maximum allowed loads on roof as determined by engineer/architect.
- Exact size will be determined after a detailed site plan review, which will be conducted after proposal is accepted. Changes made can affect the final price. Price will be adjusted according to the per watt price.
- Price does not include roof repairs and costs not directly associated with the solar panels, inverters, mountings and other items specifically mentioned in this contract.
- Commissioning of a certified real estate survey, if required by local jurisdiction, shall be at Owners expense.

## **EXHIBIT C (SELLER COPY)**

## NOTICE OF CANCELLATION

## STATUTORILY REQUIRED LANGUAGE (NEW JERSEY)

Date of Transaction	[The date you signed the Solar Installation Agreement]
	ONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIR /ING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCE ITHER:
CERTIFICATE MAIL, RETURN F	D WRITTEN NOTICE OF CANCELLATION BY REGISTERED O RECEIPT REQUESTED; OR SIGNED AND DATED WRITTEN NOTICE OF CANCELLATIO
PowerLutions 216 River Avenue [Installer Business Name & Address]	Lakewood NJ 08701
OR YOU CAN SEND THE NOTICE OF C	ANCELLATION TO
C/O	
	THIN THE THREE-DAY PERIOD, OWNER IS ENTITLED TO A FULL REFUND OF THE MADE WITHIN 30 DAYS OF THE CONTRACTOR'S RECEIPT OF THE
	TAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION OF THE ADDRESS ABOVE
I,[NAME], H	IEREBY CANCEL THIS TRANSACTION ON[Date].
(OWNER'S SIGNATURE)	
(Co-Owner's signature, if application)	ABLE)