

SOLAR CONTRACT / EXHIBIT A
TERMS AND CONDITIONS



CLIENT: _____

DATE: _____

PHONE: _____

PROPOSAL NUMBER: _____

EMAIL: _____

JOB NUMBER: _____

PROJECT ADDRESS: _____

ACCOUNT NUMBER: _____

Scope of Project	xxxx kW Roof Mounted PV Array projected to output xxxxx kWh Annually
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This PROPOSAL and AGREEMENT (the "AGREEMENT"), entered into on xx/xx/xxxx (the "Effective Date"), by and between NAME ("CLIENT") and SUN SOURCE TECHNOLOGIES, doing business as Lighthouse Solar ("Lighthouse Solar").

CLIENT desires to have Lighthouse Solar perform certain design and/or installation work of a solar energy system, as further described herein. Lighthouse Solar has provided its proposal for such work to CLIENT in this Agreement. Upon CLIENT's acceptance of this proposal, as evidenced by CLIENT's signature below and payment of the required deposit, this proposal shall become a binding agreement between the parties and Lighthouse Solar agrees to undertake the work described herein, upon the terms and conditions set forth in this Agreement.

No work will be begun or scheduled without **Lighthouse Solar's** receipt of the initial deposit set forth in Exhibit B and a signed copy of this Agreement.

In consideration of the promises, covenants and agreements contained herein, CLIENT and **LighthouseSolar** agree as follows:

1. SERVICES.

- a) **Services.** Lighthouse Solar agrees to perform the specific services described in the approved proposal and listed in Exhibit B. Lighthouse Solar will not provide any Services that are not specifically described in Exhibit B.
- b) **Modifications.** CLIENT agrees that Lighthouse Solar may make modifications to the Services as may be necessary due to: unanticipated or unworkable situations, unavailable materials, etc., within the criteria generally accepted in the industry. In the event that any equipment is unavailable, obsolete or discontinued for any reason, Lighthouse Solar will consult with CLIENT and replace such equipment with a part or model of comparable specifications and Lighthouse Solar will adjust the contract price accordingly.
- c) **Changes.** The CLIENT may request changes, additions, or modifications to the Services without invalidating the Agreement. Lighthouse Solar shall inform the CLIENT in writing of the amount of any additional costs or cost reductions resulting from changes requested by the CLIENT.
- d) **Delay.** Lighthouse Solar may delay due to: CLIENT changes, CLIENT delay in payment, unavailable equipment or materials, NYSERDA rebate approvals, Permitting issues, acts of God or any other causes beyond Lighthouse Solar's control, the completion schedule for the work or affected parts of the work shall be extended, as mutually agreed to by the parties.

2. FEES.

- a) CLIENT agrees to pay Lighthouse Solar and Lighthouse Solar the amounts set forth in Exhibit B. All payments are due according to EXHIBIT B. "Completion" is defined as when Client receives Final letter from Utility. In the event that any payment is not paid when due, CLIENT shall pay compound interest at the rate of one and one half percent (1.5%) per month (eighteen percent (18%) per year) on all unpaid amounts.
- b) **Rebates.** All NYSERDA rebates are paid to Lighthouse Solar and said amount will be deducted from gross cost. (1) CLIENT hereby agrees that CLIENT will comply and complete the requested documents for the NYSERDA rebate process promptly and according to the NYSERDA's requirements. (2) In the event the rebate is reduced or eliminated by NYSERDA due to negligence of the Client(ie. tree trimming), the CLIENT will remit the amount the rebate was decreased by to Lighthouse Solar.

3. WARRANTY, DISCLAIMER, CLIENT REPRESENTATION.

a) **Warranty.** Unless a longer warranty period is provided in Exhibit B, Lighthouse Solar agrees to correct any problems caused by Lighthouse Solar's defective workmanship for the lifetime of the installation. Lighthouse Solar will honor the Manufacturer's warranties and repair or replace equipment as necessary. Equipment is not considered "workmanship" and will not be covered under Lighthouse Solar's lifetime warranty. Materials and labor charges (usually covered by manufacturer but not always) incurred will be billed to CLIENT. Lighthouse Solar warrants that title to all equipment and materials shall vest in CLIENT free and clear of all liens, claims, security interests or encumbrances in favor of any one else. In the event CLIENT fails to pay any amounts due Lighthouse Solar after Lighthouse Solar has provided CLIENT with a notice of failure to pay amounts due and CLIENT has failed to cure such late payment within fifteen (15) days of CLIENT'S receipt of the notice, then, all Warranties shall be void and of no effect.

b) **Disclaimer.** Lighthouse Solar DOES NOT WARRANT ANY DEFECTS IN MATERIALS, EQUIPMENT, OR WORKMANSHIP OR ANY OTHER PROBLEMS CAUSED BY IMPROPER INSTALLATION, MODIFICATION OR OPERATION BY CLIENT. IT BEING UNDERSTOOD THAT CLIENT SHALL NOT INSTALL OR MODIFY THE SOLAR ENERGY SYSTEM.

c) CLIENT represents and warrants that CLIENT is solely responsible for knowing the boundaries of CLIENT's property and all title issues related, any local zoning ordinances, easements, wildlife or cultural protection, or any other restrictive covenants are in effect on such property, and for insuring that the installation of the solar system is lawfully permitted in that specific location. CLIENT hereby releases and holds Lighthouse Solar harmless if CLIENT's breach of this representation and warranty.

4. TERM. This Agreement shall commence on the Effective Date and shall continue until the system is completed or the contract is terminated pursuant to paragraph 5 below.

5. TERMINATION RIGHTS. If client may rescind the agreement within 3 business days after receipt without penalty or charge. If the client chooses to cancel contract within 3 days of a fully executed contract, their \$1000 deposit will be refunded in full. Once Lighthouse Solar submits rebate incentive to NYSERDA or begins structural engineering, the \$1,000 becomes a cost and is nonrefundable. In the event that the NYSERDA rebate is not secured, the \$1,000 deposit will be refunded in full.

6. INSURANCE. Lighthouse Solar will maintain insurance coverage as required under the Worker's Compensation Laws of New York. Lighthouse Solar maintains a general liability insurance policy protecting the CLIENT and its guests, invitees, and family members, from liability for injuries to persons or property, which occur during Lighthouse Solar provision of the Services while on the CLIENT's property. CLIENT shall maintain fire and casualty insurance sufficient to cover the entire cost of the solar system to be installed, including all equipment, materials and labor, and in the event of any loss prior to final payment for the system, shall assign the insurance proceeds to Lighthouse Solar in an amount equal to the unpaid portion of the costs incurred to the date of the loss. The amount of any potential rebate shall not reduce calculation of the cost of the entire system or the insurance proceeds due Lighthouse Solar.

7. COOPERATION. CLIENT agrees not to interfere with the progress of the Services and not to issue any demands, orders, or requests to any workmen, subcontractors, or foreman at the job site. The Lighthouse Solar representative signing this Agreement will be available to respond to any CLIENT concerns related to the Services. CLIENT further agrees to make all decisions and selections necessary for construction within the time period reasonably required by Lighthouse Solar.

8. INDEPENDENT CONTRACTOR. The conduct and control of the Services are solely within the purview of Lighthouse Solar. Lighthouse Solar is an independent contractor and no other relationship is created between the parties, including but not limited to, that of agent, employee, partner or joint venturer of CLIENT.

9. ENTIRE AGREEMENT. This Agreement, all exhibits hereto, and the matters expressly referred to herein constitute the entire agreement between the parties, and supersede any prior written or oral agreement or negotiations between the parties pertaining to this Agreement. No representations, warranties, undertakings or promises whether verbal or implied or otherwise, have been made by either party unless expressly stated in this Agreement or unless mutually agreed to in writing by CLIENT and Lighthouse Solar. It is the intention of the parties that this Agreement and its exhibits be interpreted to be consistent with each other whenever possible. In the event of an irreconcilable conflict between the Agreement and any exhibit, the specific terms of the exhibit shall control.

10. NOTICES. All Change Orders, notices and other correspondence concerning the parties and provisions of this Agreement shall be in writing.

11. AMENDMENT. This Agreement may be modified or amended only by written agreement between CLIENT and Lighthouse Solar.

12. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the extent this Agreement is assignable.

13. DISPUTE RESOLUTION. If any dispute occurs between the parties that arises out of or is related to this Agreement, prior to initiating any litigation, the aggrieved party shall notify the other party in writing of the nature of the dispute and the party's desire to mediate the dispute (the "Notice"). After such Notice has been given, the parties in good faith will select a mediator and participate in mediation within sixty (60) days of the Notice. If, within ninety (90) days after the Notice, the dispute is not resolved through negotiation or mediation, the aggrieved party may begin litigation to resolve the dispute. The statute of limitations on all claims shall be tolled from the date of the Notice until the time for resolution by mediation has expired.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In the event that the parties are unable to resolve any dispute per paragraph 13 above and litigation is commenced, the parties hereby irrevocably agree and consent to the jurisdiction of state and federal courts of Kingston or Albany, New York as applicable, in any and all disputes, actions, or proceedings between them. The parties hereby irrevocably waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

16. STRUCTURAL VIABILITY. This agreement assumes that the building structure to which the proposed system is to be added is capable of supporting the additional loads imposed by the system. Engineering will be conducted as part of the installation contract to assess those conditions. Any structural corrections necessary to bring the building into compliance with the engineering specifications is beyond the scope of this contract.

17. UTILITY INTERCONNECTION. This agreement further assumes that the utility infrastructure delivering electric service to the building is capable of handling the addition of the PV system which will, in certain cases, backfeed energy into the utility grid. Should the utility require infrastructure upgrades as part of the interconnection agreement process, additional costs could be incurred by the customer.

18. CONSUMER RIGHTS. Annual notification of rights. Every utility shall, at the time service is initiated to a residential customer and at least annually thereafter, by a notice accompanying a regular bill or in a separate mailing, provide residential customers with a summary of their rights and obligations under the Home Energy Fair Practices Act, the Energy Consumer Protection Act of 2002 and this Part. At least a minimum set of requirements should be applied to all DER suppliers to ensure that customers are not subject to fraud, abuse, or other deceptive marketing. The General Marketing Standards, as detailed in the UBP-DERS, represent this minimum set of requirements. Requirements to avoid fraudulent, misleading, or confusing behavior, comply with applicable local, state, and federal laws, obtain clear customer consent, and communicate appropriately with customers will not impose a burden or require modification of business practices for any DER supplier. All consumers have the right to contact the Department of Public Service for dispute resolution at 3 Empire Plaza Albany NY 12223 or www.dps.ny.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

Sun Source
d/b/a LighthouseSolar

Name:
Email:

Name: Jason Iahn
Title: Vice-President

Signature
Date:

Signature
Date:

SOLAR CONTRACT / EXHIBIT B
TERMS AND CONDITIONS



CLIENT: _____

DATE: _____

PHONE: _____

PROPOSAL NUMBER: _____

EMAIL: _____

JOB NUMBER: _____

PROJECT ADDRESS: _____

ACCOUNT NUMBER: _____

System Price

(xx) xxx Modules	\$	Total Price	<input type="text"/>
(x) xxxx Inverter	\$		
BOS including wire, conduit, fittings, combiners, meter,fuses,disconnects, racking, Lightgauge Data Monitoring, etc.	\$	Permit	<input type="text" value="included"/>
PV System - Installation Labor	\$		
*Includes all Structural Engineering, Permits and Inspections	\$0.00	Total System Price	<input type="text" value="\$0.00"/>
Phase 1 NEM(Net metering at kWh for kWh)		Rebate	<input type="text"/>
		Net "After Rebate" Price	<input type="text"/>
30% Federal Tax Credit			
25% NY State Tax Credit or \$5,000 whichever comes first on Primary Home			

Payment Schedule

	Total System Price After Rebate	<input type="text" value="\$0.00"/>
Estimated @ 1 Month for Approval	\$1,000 Deposit	
Order equipment 7-14 days	70% Upon Install Start	<input type="text" value="\$0.00"/>
Build System 7-14 Days	30% upon completion	<input type="text" value="\$0.00"/>
Final inspection and C/O		
Final Interconnection@10 Days		
Total System Time 2-3 Months		

APPROVED and AGREED TO:

Customer Name

Sun Source Technologies
d/b/a LighthouseSolar