

# Momentum Solar Energy Services

## Momentum Solar Energy Services Lease

**CUSTOMER:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Electric Utility \_\_\_\_\_

Utility Account # \_\_\_\_\_

Annual Usage \_\_\_\_\_ kWh

### MOMENTUM SOLAR ENERGY SERVICES LLC

3096B Hamilton Blvd.  
So. Plainfield, NJ 07080

## A. Agreement and Definitions

This Lease Agreement is entered into by and between the party set forth above under the Heading "Customer" above and Momentum Solar Energy Services LLC ("Momentum") as of the Effective Date for the lease of a solar photovoltaic system installed on your home at the address listed above. Momentum is pleased to provide you with this solar electric generation system for a twenty-five (25) year term.

This Agreement is effective as of the date on which the last Party signs this Agreement (the "Effective Date"); but the term does not begin until the "In-Service Date." **Please read** this entire Agreement, and let us know if you have any questions.

Defined Terms: In this document, certain terms have the following meanings:

"Agreement" refers to this Lease Agreement;

"Customer" or "homeowner" or "you" refers to the Customer identified in the box at the top of this page;

"Home" is the house at the address listed above at the top of this page;

"In-Service Date" is the date the Solar System is turned on and begins generating power after receiving all required approvals;

"Initial Term" is the period of time beginning at the In-Service Date and continues in effect for twenty-five (25) years and is more fully explained below;

"Momentum" or "we" refers to Momentum Solar Energy Services LLC and its successors, assigns and affiliates;

"Party" refers each to Momentum and Customer, which are collectively the "Parties";

"Renewal Term" means the renewal for one or more additional one-year terms at the conclusion of the Initial Term and is more fully explained below;

"Solar System" means the solar photovoltaic system installed on your Home.

"Term" consists of the Initial Terms and any Renewal Term.

## B. Financial Terms and Information

**1. Payment Terms.** During the Term, You agree to pay Momentum the Monthly Lease Payments ("Monthly Lease Payments" or "Monthly Payments") in the amounts and on the dates set forth in your monthly invoice.

Monthly Lease Payments in Year One	\$ _____ per month, plus taxes if applicable.
Annual Percentage Increase	[ ] %
Cost per kWh, Year One	\$ [ ]

## **2. Monthly Invoicing and Billing Cycle.**

- a. **Billing Cycle and Due Dates.** Billing cycles run on a monthly basis. Your first billing cycle will begin on the first day of the month immediately following the In-Service Date, and subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day") after the In-Service Date. Your first billing cycle will also include any days in which your System was operating prior to the first day of the month following the In-Service Date.

Each month, Momentum will prepare a written or electronic invoice setting forth the amount due from you to Momentum for the preceding billing cycle. You will receive each invoice by the 15<sup>th</sup> day of the month, and your payment of each invoice for the preceding billing cycle is due the last day of the month.

Momentum reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Momentum before the Monthly Payment due date. Each invoice will state the methods of acceptable payment and the address to which you should send your payments. The stated amount due includes a discount of \$10.00 per month if ACH is the utilized method of payment. An ACH payment is a direct debit from a checking/savings account. All other forms of payment are not eligible for the \$10.00 per month discount. You can authorize electronic payments for your invoice on a recurring basis, including authorizing us to use your debit card or credit card. A fee may apply for payments made via credit card.

- b. **Payment Options.** Monthly Payments are payable to Momentum by (i) automatic withdrawal from your checking or savings account or via credit/debit card, (ii) credit or debit card; (iii) check drawn on a United States bank account; or (iv) valid money order. If you choose to schedule automatic payments to be deducted from your checking account or credit/debit card, you have the responsibility to ensure that there are adequate funds or sufficient credit remaining.
- c. **Returned Payment Fee.** A fee of Twenty-Five Dollars (\$25.00) (or such lower maximum amount authorized by law) will be assessed to you for any check or withdrawal that is returned or refused by your bank.
- d. **Payment Obligation.** You agree that the obligation to pay all payments and all amounts due under this Agreement shall be absolute and not subject to abatement, defense, counterclaim, setoff, recoupment or reduction in any way or for any reason. The amounts due are payable in all events including by your Estate in the event of your death.

3. **Payment of Taxes.** You agree to pay any applicable sales or use taxes on the Monthly Payments (or prepayment, as applicable) due under this Agreement. If this Agreement contains a purchase option, you agree to pay any applicable tax on the purchase price for the Solar System. You also agree to pay as invoiced any applicable personal property taxes on the Solar System that your local jurisdiction may levy.

4. **Late Payment.** If Momentum does not receive your payment on or before the due date identified on the invoice, Momentum may charge you an administrative late fee equal to the lesser of (i) one and one-half percent (1.5%) compounded interest per month on any portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted by applicable law. All late payments must be paid as invoiced. Failure to make payments and pay late charges identified on invoices could constitute a default pursuant to Paragraph 10 below.

## **5. Net Metering Service.**

- a. As of the In-Service Date, you must agree to and participate in your Utility's standard net energy metering (or, net metering) service and its associated terms ("NEM Service"). Net metering allows you to sell back to your Utility any electricity your System produces that you do not use. You agree that you will continue to utilize NEM Service for as long as this Agreement is in effect. You agree to utilize your Utility's current NEM Service and, if such NEM Service ceases, you agree to use a substitute metering program as chosen by Momentum in its sole discretion.
- b. You agree to promptly execute, at the request of Momentum, or its representatives or affiliates, or of your Utility all documentation associated with the NEM Service or any substitute metering service, and any refund, credit, or rebate program. You must provide Momentum with such documentation within seven (7) days following any request; should the requested documentation not be provided within seven (7) days, Momentum may invoice you for an amount equal to the amount of rebates it otherwise would have received had you timely provided the requested documentation.
- c. The location at which the Solar System connects to the Home's Utility connection is the point of "Interconnection." You agree that title to, and risk of loss for, the electric energy provided under this Agreement shall pass from Momentum to you when the electric energy reaches Interconnection. You further agree that electrical energy provided under this Agreement is measured at the time when electrical energy reaches Interconnection.

## 6. Rebates & Credits

- a. You agree that any credit, rebate, environmental attribute, or other payment or offset that may be attributable to the Solar System (an "Incentive") will be the sole property of, and transferable by, Momentum.
- b. Notwithstanding anything to the contrary, and without limiting any other rights Momentum may have with respect to any Incentive, you agree that Momentum will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of, and transferable by, Momentum.
- c. If you purchase the Solar System from Momentum, you will own and be entitled to proceeds from the sales of solar renewable energy credits (or other transferrable Incentives) earned after the date you purchase the Solar System from Momentum.
- d. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. Momentum is not a utility or public service company and does not assume any obligations of such an entity to supply energy requirements for your Home. If, at any time, you require more electric energy than is being produced by the Solar System you will be responsible for purchasing such additional energy from another supplier, such as your Utility, at your sole cost.

## C. Warranty Information

### 1. Warranties.

- a. Workmanship Warranty. We warrant our work for a period of twenty-five (25) years after installation (the "Warranty Period"), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or work covered under this Agreement.
- b. Equipment Warranty. Momentum warrants all equipment for the duration of the Initial Term. If parts fail during the Initial Term of this Agreement, Momentum will use commercially reasonable efforts to replace failed parts with like equipment. Due to parts availability and other factors, a replacement with like equipment may not be possible, and Customer acknowledges this possibility. Any damage or loss caused by your gross negligence or intentional conduct (including refraining from conduct) may void any warranties associated with the Solar System and any maintenance or repair obligations.
- c. Roof Penetration Warranty. We warrant that roof penetrations made in connection with our installing the Solar System and impacting the Home's roof will be weather-tight for a period of 5 years after installation.
- d. Removal at Conclusion of Term Warranty. At the end of the Initial Term or at the end of any Renewal Term, should either you or Momentum choose to end this Agreement, Momentum will remove the Solar System at no cost to you and will return those portions of the Home where the Solar System was installed to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from weather and that which can be expected over the course of the twenty-five (25)-year term, including uneven wear and uneven discoloration).

### 2. Warranty Exceptions and Exclusions. The following items are excepted or excluded from the warranties set forth in the preceding section.

- a. The Roof Penetration Warranty shall be void and voidable if work is performed on the roof by you or other contractors not at our direction during the 5-year Roof Penetration Warranty period.
- b. The Roof Penetration Warranty does not cover any
  - (i) leaks that occur in areas of the Home's roof not impacted by the Solar System;
  - (ii) pre-existing and/or underlying failures of the Home's roof; or
  - (iii) foreign objects impacting the Home's roof (e.g. hail, golf balls, etc.).
- c. The Workmanship Warranty does not apply to the following:
  - (i) Work performed or materials used by anyone other than us;
  - (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Momentum without Momentum's prior written approval;
  - (iii) Any damages resulting from your breach of the Agreement;
  - (iv) Any damage not caused by us or a Solar System defect;
  - (v) Damage resulting from ordinary wear and tear;

- (vi) Damage resulting from mold, fungus and other organic pathogens;
- (vii) Shrinking/cracking of grout and caulking;
- (viii) Fading of paints and finishes exposed to sunlight; and
- (ix) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty provided by the roof manufacturer or roof installer. We assume no responsibility if our work voids your roofing warranty. Before installation, you should check with the manufacturer, roofer or builder concerning any impact the Solar System will have on any roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section C(2).

**Agreed and accepted by: \_\_\_\_\_ (Initials)**

**3. Contacting Momentum to Address Solar System Issues.** Momentum will monitor the Solar System to proactively address any problems that may arise during the Initial Term and any Renewal Term. However, if you believe an issue exists with the Solar System that is covered by any of the warranties specified above, please contact Momentum at 1-888-666-3688 or by email at [Energy@momentumsolar.com](mailto:Energy@momentumsolar.com). Momentum will use commercially reasonable efforts to fix any issue covered by an applicable warranty as soon as possible after it is notified of such an issue.

#### **4. Production Estimates**

- a. Momentum estimates that during the first year of operation the Solar System is capable of generating \_\_\_\_\_ kilowatt-hours of electric energy ("kWh"). Actual production may vary due to natural changes in weather patterns, the physical attributes of the Home's roof(s), the required placement of the Solar System on the Home's roof, and other conditions.
- b. Due to expected panel degradation, Momentum estimates that during the Initial Term the Solar System is capable of generating \_\_\_\_\_ kWh. Momentum makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance, and Momentum hereby disclaims any other express or implied warranties.

By initialing below, you acknowledge that you have read, and you understand and accept, the provisions set forth in this Section C 4.

**5. Guaranteed Output.** Subject to the conditions set forth in this Section C, Momentum guarantees that the Solar System will generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section C, Momentum will issue you a refund if the Solar System does not generate the Guaranteed Output.

Momentum will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Momentum will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.
- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.).

Momentum makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section C 5.

**Agreed and accepted by: \_\_\_\_\_ (Initials)**

6. **Overproduction.** If, over the course of the Initial Term, the Solar System produces more energy than the Guaranteed Output, then the extra energy will be yours at no additional cost. Momentum may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.
7. **Actual Output and Refunds.** On the 24-month anniversary of the In-Service Date, and on every 24-month anniversary thereafter, Momentum will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to our right to include prior Solar System Overproduction in the calculation, if the Actual Output is less than the Guaranteed Output for that 24-month anniversary set forth on Exhibit A, Momentum will issue you a refund, calculated by subtracting the Actual Output for that 24-month anniversary period from the Guaranteed Output for that 24-month anniversary period, and multiplying the result by the per kWh amount as set forth for that 24-month anniversary period on Exhibit A.

## D. Design and Installation of Solar System

### 1. Our Work; Description of Materials.

- a. Our work to construct the Solar System (the "Work") includes:
  - (i) Design and permitting;
  - (ii) Supply of the equipment and material typically necessary for a complete an operable Solar System;
  - (iii) Installation of the Solar System;
  - (iv) Acquisition of approval from your utility and interconnecting the Solar System; and
  - (v) Assistance with any applicable rebate program paperwork.
- b. The Solar System typically utilizes a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used include disconnects, breakers, load centers, wires, and conduit.

### 2. Solar System Production and Energy Consumption Monitoring; Data.

- a. Installation of Metering and Monitoring Equipment; Maintenance.
  - (i) Production Monitor. During installation or at any time as may be required during the Term, we may install or replace production monitoring devices that measure the energy produced by the Solar System (the "Production Monitor"). The Production Monitor assists us in collecting important Solar System production and performance data ("Performance Data").
  - (ii) Energy Consumption Monitor. During installation or at any time as may be required during the Term, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). The Consumption Monitor assists us in collecting information about energy usage at the Home ("Usage Data").
  - (iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor are part of the Solar System. You acknowledge and agree that you must provide Momentum with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.
  - (iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, whenever possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet. This provision is at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing provisions, you must advise us, and the area in which the Home is located must have, in our sole and absolute discretion, sufficient and acceptable cellular service. If connection to an acceptable cellular service is not available or cannot be achieved, you agree to provide, at your cost, and maintain a broadband internet connection or other suitable connection that permits proper functioning of the Production Monitor and Consumption Monitor.
  - (v) Monitor Damage or Inaccuracy. Momentum uses the Production Monitor to monitor and record your electricity production and to promptly respond to any production issues. You will be responsible for any

damage to the Production Monitor or Consumption Monitor that is caused by anyone other than Momentum Solar.

(vi) Maintenance. Momentum will provide maintenance and will arrange for repair for the Solar System as needed throughout the Term. You agree that you will not cause damage or loss to the Solar System through your gross negligence or intentional conduct (including refraining from conduct), which may void any warranties associated with the Solar System and any maintenance or repair obligations.

- b. **Data Usage and Disclosure.** Usage Data and Performance Data may be combined with each other and with other data, including, without limitation, personally identifiable information and is collectively referred to as “Data.” We may use and disclose Data as described in Exhibit C. However, we will never sell any personally identifiable Data to a third party without your prior written consent.
- c. **Communications Equipment at the Home.** During installation, or at any time during the Term, we may install or replace communication equipment (such as an antenna, as an example) (the “Communication Equipment”) at the Home. The Communication Equipment may be used in conjunction with the Solar System and may be used to improve the quality of cellular and/or internet connectivity in your area. We may also sell to a third party the right to use the Communications Equipment in such a manner. You understand that consenting to this provision is not a condition of purchase.

Do you consent?

Yes \_\_\_ No \_\_\_

### 3. Design and Installation.

- a. Momentum or its affiliates will provide you with a preliminary design of your Solar System and will schedule a time to visit you at your Home to (1) confirm that the preliminary design will fit on your Home’s roof and (2) finalize the design. This process is referred to as the “Site Survey”. The design of the Solar System depends on a variety of factors, including (1) the physical specifications of the Home’s roof(s), (2) site conditions including placement of ventilation systems, roof conditions, and the like, and (3) other elements that may affect the placement of the Solar System on your Home’s roof. The Solar System design will be finalized following a Site Survey of the Home that Momentum will perform or have performed.
- b. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues impacting the Home that may delay or prevent the complete installation of the Solar System, we will explain such issue(s) to you, determine if additional costs are required to correct the issue(s) and propose any necessary change orders. You may need to perform site preparation prior to installation as necessary.
- c. The final design of the Solar System will be presented to you prior to installation of the Solar System. You will have five (5) business days after receiving the final design to request any design changes. Momentum will use commercially reasonable efforts to accommodate any requests for changes to the design. If no changes are requested within the five (5) business-day period after you receive the final design, you will be deemed to have approved the Solar System design. Upon your approval, whether written, verbal, or deemed, installation of the Solar System may begin.
- d. Installation will be performed by Momentum Solar Energy Service’s licensed, bonded affiliate, Momentum Solar. Momentum Solar will obtain any permits needed for installation of the Solar System. You agree to cooperate with Momentum Solar Energy Services and assist Momentum Solar in obtaining any necessary permits.
- e. In the event Momentum Solar causes damage to the Home during installation, we will repair the damage caused at no cost to you.
- f. Momentum Solar shall keep the Home and surrounding areas reasonably free from waste materials or rubbish caused by its operations. Prior to the In-Service Date, Momentum Solar shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- g. Momentum reserves the right, at its sole discretion, to install one or more critter guards in conjunction with the Solar System. Critter guards can help protect the Solar System from pests or rodents that can cause damage to the Solar System and its components.
- h. Momentum’s designated installer, Momentum Solar, holds the licenses set forth on Exhibit D.

#### **4. Access to the Home**

- a. You agree to permit Momentum access to the Home for the purpose of operating and testing the Solar System and performing its obligations under this Agreement. Momentum agrees to give you reasonable notice when Momentum requires access to the Home for any of the foregoing purposes and will endeavor to confine such access within normal business hours.
- b. At the request of Momentum or when necessary, you agree to allow Momentum and construction professionals (including engineer, architect, or licensed contractor or their representatives) hired by Momentum to access the Home to inspect any structure, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.
- c. You agree to undertake your best efforts to provide a safe and secure work environment for Momentum at the Home throughout Solar System installation and at any times Momentum Solar requires access during the Initial Term and any Renewal Terms.

#### **5. Miscellaneous**

- a. Momentum retains the authority and sole discretion to use its choice of personnel or agents to perform or assist Momentum in performing its obligations.
- b. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Momentum to perform such work or (ii) to obtain Momentum's approval of your contractor. Such contractor must carry current commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and which names "Momentum Solar Energy Services and its successors or assigns" as additional insureds.
- c. You agree that you will not make any modifications, improvements, alterations, revisions or additions to the Solar System or take any other actions that could damage the Solar System or any of its components or void any applicable warranty set forth in Section C. If you make any modifications, improvements, alterations, revisions or additions to the Solar System, those will become part of the Solar System and shall be Momentum's sole property. Any home repairs or improvements shall not materially alter the roof of the Home upon which the Solar System is installed. Any modifications or work that you (directly or through another person or entity) intend to undertake that would impact the Solar System in any manner requires Momentum's prior written consent. As compensation for lost revenue, Momentum may require you to make payment of five dollars (\$5.00) per day if the Solar System is shutdown or not reinstalled within thirty (30) days of its removal. Any removal and reinstallation of the Solar System pursuant to this paragraph must be performed by Momentum and shall be chargeable to you based upon Momentum's normal cost of labor at the time of scheduled removal and reinstallation. You may undertake such modifications, improvements, alterations, revisions or additions that require a shutdown of the Solar System no more than two (2) times within the first ten (10) years of the Term of this Agreement.
- d. You agree that Momentum may, from time to time, remotely administer, monitor, and operate the Solar System in connection with demand response or other programs or methods to optimize your electricity usage and costs or to maintain the reliability of the electrical grid.

#### **6. Exclusions**. Unless otherwise agreed to between the Parties, we do not do, nor do we provide, any of the following services or work under this Agreement:

- a. upgrades to the electrical panel or electrical service or additional work associated with relocating the existing electrical meter;
- b. repair of any pre-existing roofing damage resulting from a substandard roof or substandard roof installation work;
- c. removal or disposal of any material containing asbestos or any other hazardous material;
- d. removal or replacement of existing rot or insect infestation;
- e. testing or remediation of mold, fungus, mildew or environmental or organic pathogens;
- f. movement or relocation of any of your personal items in or around the Home;
- g. structural framing work for any part of the roof or structure, including concealed substandard framing;
- h. correction of mistakes or workmanship of another contractor or subcontractor, including issues related to code compliance;
- i. painting of conduit, structural parts or any surfaces;
- j. upgrades for Utility access requirements, including special locks or 24-hour access gates;
- k. Homeowners Association ("HOA") review, permitting or fees (we will, however, take reasonable measures to support your efforts to coordinate with your HOA for any reviews or approvals);

- l. professional engineering services and similar professional services;
- m. correction of structural integrity problems for roof mounted systems;
- n. evaluation and correction of ground stability under or near the Solar System for ground mounted systems;
- o. any studies or permitting beyond the basic building permit;
- p. tree removal; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

## E. Additional Information

### 1. Agreement Term

- a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect, without interruption, for twenty-five (25) consecutive years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Momentum will notify you of the In-Service Date within a reasonable period of time upon its occurrence.
- b. Renewal Term. At the end of the Initial Term, the Agreement will be subject to renewal for an additional one-year term and successive additional one-year terms at the end of such one-year periods ("Renewal Term"). Momentum will contact you at least one hundred eighty (180) days prior the conclusion of the Initial Term and at least sixty (60) days prior to any one-year Renewal Term to confirm whether the Agreement is eligible for renewal. If eligible for renewal, Momentum will provide you with your new monthly lease rate at the beginning of each year of a Renewal Term, if any. The new monthly lease rate shall be equal to ten percent (10%) less than the average prevailing lease rate. You must provide written confirmation, at least thirty (30) days prior the expiration of the Initial Term or any Renewal Term, of your intention to renew the Agreement. If you do not provide written notice of your intention to renew the Agreement, this Agreement will terminate. Any Renewal Term of this Agreement shall be conditioned upon the Solar System remaining economically viable.

### 2. Termination

- a. At the end of the Initial Term or at the end of a twelve-month period of any Renewal Term, should either you or Momentum terminate or fail to renew the Agreement, Momentum will remove the Solar System at no cost to you.
- b. Subject to the exclusions set forth in Sections C and D above, Momentum will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Momentum in writing of any deficiencies in restoration within five (5) business days of the System's removal or a municipal building inspector's approval of the work.

### 3. Customer Obligations. You acknowledge and agree to the following provisions:

- a. You agree that the Home will remain connected to your local utility for the Initial Term and any Renewal Term periods and that you will notify Momentum prior to changing your local Utility. You also agree to provide copies of your utility bills as reasonably requested by Momentum. Momentum may obtain your electrical usage history from your Utility, and you agree to execute such documentation as the Utility may require in order for Momentum to be provided access to such information.
- b. You agree to obtain any and all approvals required from any homeowners association, governing body, or any other entity or person that may have authority over your property or use of your property, such as the owner of an attached unit and/or or co-owner ("Approving Party"), for Momentum and its subcontractors to install, access, monitor, operate, repair, maintain, protect its interest in and, subject to the terms of the Agreement, remove the Solar System. You understand that you will be required to sign a statement affirming that you have obtained the approval(s) required under this section and provide Momentum with proof of the same in such form as is acceptable to Momentum before Momentum will begin installation of your Solar System. For so long as you own the property, you agree to work with the Approving Party using best efforts to ensure that Momentum and its subcontractors are able to perform the foregoing activities. You further agree that if Momentum installs a Solar System for you, and you have not obtained the necessary approvals, you may be required to pay Momentum all the costs and expenses it may incur and damages it may suffer associated with the removal or non-operation or unapproved operation of the Solar System on your property, including the payments Momentum would have received from you under the Agreement and any rebates or incentives, including tax benefits, it may lose because of the Solar System's removal or non-operation. You agree that should the Approving Party not approve the installation of the Solar System for you within ninety (90) days following the date you signed the Agreement, Momentum shall have the right to terminate the Agreement upon written notice to you.

- c. You understand that this is not a contract of sale and that Momentum owns the Solar System unless and until you purchase the Solar System pursuant to the provisions set forth in this Agreement. You will, at all times, keep the Solar System free and clear of all liens, claims, levies, encumbrances, and legal procedures instituted or filed by anyone other than Momentum, and you will, at your expense, protect and defend Momentum against such actions to the fullest extent permitted by law.
- d. The Solar System is removable equipment owned by Momentum or its affiliates and is not considered a fixture or otherwise part of the Home.
  - (i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed upon or assessed against your interest in the Home or any other property belonging to you. Momentum will not apply a lien to your title to the Home.
  - (ii) However, you agree that Momentum or a Momentum affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
  - (iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien.
- e. The Solar System will be used for household purposes and will not be used to heat a swimming pool or hot tub.
- f. You may not sell, transfer, pledge, give away, remove, relocate, alter, modify, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear in the use of the Solar System and could impact any warranties on the System, its components and its installation.
- g. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Momentum. If any condition exists with respect to the Solar System which you believe may be affecting production or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Momentum at 3096B Hamilton Blvd, South Plainfield, NJ 07080, [Energy@MomentumSolar.com](mailto:Energy@MomentumSolar.com), 1-888-666-3688. We may remedy the condition if it is deemed necessary by Momentum to do so, we may put you in contact with certified partners who can remedy the condition, or we may provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
- h. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains the shading and conditions present at the time of installation; to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System to not operate as intended at the Home; and to promptly notify Momentum if you believe the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- i. You further acknowledge that removal of the Solar System from the Home for any reason may require Momentum to refund Incentives provided with respect to the Solar System that will be entirely at your cost.
- j. You agree that Momentum may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section E(3)(g).

**Agreed and accepted by: \_\_\_\_\_ (Initials)**

You further agree that Momentum may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Momentum products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

**Yes**

**No**

#### **4. Purchase of Solar System**

- a. Option to Purchase. You, or your Estate in the event of your death, have the option to purchase the Solar System at the following times during the Initial Term:
  - (i) Upon the expiration of sixty-six (66) months following the In-Service Date
  - (ii) At the end of the Initial Term;
  - (iii) At any time after the expiration of sixty-six (66) months following the In-Service Date if you sell the Home during the Initial Term; and
  - (iv) Under the circumstances described in Section E(10)(b).
- b. Notice of Intent to Purchase. Should you decide to purchase the Solar System pursuant to this Section, you must deliver a written notice to Momentum of your intent to purchase within sixty (60) days of the applicable date of purchase and deliver payment to Momentum within thirty (30) days of receiving an invoice from Momentum for the purchase price.
- c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. This valuation will include consideration of the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
- d. Termination of Agreement upon Purchase; Continued Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Momentum will have any remaining obligations under this Agreement. After termination, Momentum will not provide you with any maintenance or repair services unless you enter into a separate agreement with Momentum for Momentum to perform such services at your expense. If possible, Momentum will assign to you any equipment warranties still in effect for the Solar System. Momentum reserves the right to continue to measure the electricity production of the Solar System after termination of the Agreement.

#### **5. Sale of Home, Assignment and Foreclosure**

- a. Sale of Home. If you sell the Home you:
  - (i) May transfer all rights and obligations under this Agreement to the new owner, provided that your account with Momentum is current on payments, and the new owner (a) meets Momentum's credit requirements and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that your account with Momentum is current on payments, and the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash; (b) either you or the new owner pays Momentum a \$250.00 credit check exemption fee; and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (iii) Will be deemed to have terminated this Agreement, and Momentum may exercise its rights under Section E(10) if:
    - (a) You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
    - (b) The new owner refuses to assume the Agreement.
- b. Assignment of Agreement.
  - (i) Momentum may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose.
  - (ii) If Momentum assigns the Agreement, Momentum will continue to operate and maintain the Solar System until you receive written notice otherwise. You must provide a minimum of thirty (30) days' prior written notice if you wish to transfer this Agreement pursuant to Section E(5)(a)(i) or (ii).
  - (iii) All Customer assignments shall be set forth in a fully executed document signed by the assignor, assignee and Momentum. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Momentum at the address set forth in Section E(12) of this Agreement.

(iv) You remain responsible for all obligations under this Agreement until the effective date of any fully-executed assignment.

c. Foreclosures.

(i) If foreclosure proceedings are instituted which involve financial obligations related to the Home, you shall be in default of the Agreement pursuant to Section E(10), and the Agreement shall terminate without notice to you. Momentum may exercise any available remedies, including but not limited to removal of the Solar System.

(ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of, and responsible for, ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.

For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Momentum (as applicable) agree:

(a) That the Home will remain connected to your Utility for the duration of the Initial Term and any Renewal Terms.

(b) That in the event the Home is foreclosed upon, the lender shall have the discretion to:

(1) Terminate the Agreement and require Momentum to remove the Solar System;

(2) Assume your obligations under the Agreement without payment of any transfer or similar fee; or

(3) Terminate the Agreement and enter into a new agreement with Momentum under terms no less favorable than the original Agreement.

(iii) Momentum agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.

(iv) Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at [www.fanniemae.com](http://www.fanniemae.com), for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section E(5).

**Agreed and accepted by: (Initials)**

6. Insurance

a. Momentum is responsible for certain insurance obligations related to the Solar System including insurance covering damage to and theft of the Solar System.

b. You must notify Momentum within twenty-four (24) hours of any damage to or destruction of the Solar System that you discover or through the exercise of reasonable diligence should have discovered. You understand that you will not be entitled to receive or retain any insurance proceeds as to the Solar System itself. In cases where Momentum bears the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.

c. During the Initial Term of this Agreement you agree to maintain insurance covering damage to the Home, including damage resulting from the Solar System. **It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.**

d. Momentum maintains the following insurance coverages:

(i) Workers compensation, subject to statutory limits and requirements;

(ii) Employers liability, with a minimum of one million dollars (\$1,000,000) per occurrence;

(iii) Commercial general liability, with a minimum one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) dollars annual aggregate;

(iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million dollars (\$1,000,000) per accident;

(v) Excess liability insurance with a minimum one million dollars (\$1,000,000) per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and

(vi) Any other insurance required by applicable law or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section E(6)

**Agreed and accepted by: (Initials)**

#### 7. Limitations of Liability

MOMENTUM MAY BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED THE COST OF THE SYSTEM. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES IN LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, WHICH YOU SHOULD CONSULT. MOMENTUM IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, EXPENSES OR LOSSES RELATING TO THIS AGREEMENT, IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS MOMENTUM, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY MOMENTUM FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, MOMENTUM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR REGARDING THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. MOMENTUM DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM OR ANY COST SAVINGS FOR ANY PERIOD. ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

#### 8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES. IN NO EVENT WILL ANY DAMAGES RECOVERABLE AGAINST MOMENTUM EXCEED THE COST OF THE SOLAR SYSTEM.

#### 9. Force Majeure

Momentum is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of Momentum and not caused by Momentum's fault or negligence. Force Majeure includes, without limitation, acts of God (such as storms, fires, floods, lightning and earthquakes), sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as Force Majeure.

In the event an instance of Force Majeure causes Momentum's non-performance, Momentum will, to the extent practicable, provide you with written notice within twenty-one (21) days following the occurrence of such an event. Momentum will estimate how long the instance will last and any potential impact on the Agreement. If Momentum asserts an instance of Force Majeure, it will:

- a. make reasonable attempts to continue to perform under the Agreement;

- b. quickly take action to address any issues with the Solar System caused by the Force Majeure event;
- c. make reasonable efforts to limit damage to the Solar System; and
- d. notify you when the Force Majeure event ends and (when applicable) when performance will resume as contemplated in this Agreement.

## 10. Default and Remedies

### a. DEFAULT BY CUSTOMER; MOMENTUM'S REMEDIES:

You will be in default under the Agreement if:

- (i) You terminate this Agreement under Section E(5)(a)(iii);
- (ii) You provide any false or misleading financial or other information to induce Momentum to enter into this Agreement;
- (iii) You assign, transfer, or encumber this Agreement or any part of the Solar System without Momentum's prior written consent;
- (iv) You make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Home;
- (v) Foreclosure proceedings are filed associated with any financial obligations related to the Home;
- (vi) You (a) fail to provide us with the information, approvals or access to the Home we need in order to do the work or (b) fail to make a payment when due, and, in either case, you fail to correct the problem in ten (10) days. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10-day cure period, Momentum may stop work. Momentum will provide written notice of its reasons for stopping work.
- (vii) You fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days.

If any events described in Section E(10)(a)(i) occur, Momentum may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

- (i) terminate the Agreement;
- (ii) take any reasonable action to correct your default and to prevent loss to Momentum, and any amount or incurred by Momentum shall be added to the amount you owe;
- (iii) subject to any cure rights provided herein or under applicable law, disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
- (iv) require you to pay Momentum a termination payment equal to the Prepayment of all future Monthly Lease Payments during the Initial Term ("Make Whole");
- (v) require you to pay the greater of the purchase price of the Solar System at the time of the default of the fair market value of the Solar System;
- (vi) If, as a result of your default, Momentum removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Momentum an amount equal to the value of any federal, state and local Incentives that Momentum must return as a result of such removal;
- (vii) Momentum may exercise any other remedies available to Momentum at law or in equity;
- (viii) Momentum shall be entitled to recover all costs, charges, taxes, and fees, including but not limited to any such amounts incurred through use of a collection agency, associated with obtaining relief from your default;
- (ix) No failure to exercise any of the rights of this section or to enforce any other provision of this Agreement shall constitute a waiver of any right to do so. Any express waiver of any default will not operate as to any other default or any subsequent default of the same provision.

- b. **MOMENTUM'S DEFAULT; YOUR REMEDIES.** In addition to any other remedies you have under this Agreement, if Momentum (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar System as set forth in Section E(4).

#### 11. **Dispute Resolution; Arbitration; Class Action Waiver**

- a. This Section sets forth the procedure for resolving any disputes related to the Agreement ("Dispute"). Unless otherwise agreed to in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute. In any instance in which you claim deficiency in the Solar System's installation or performance, you will allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. **INFORMAL DISPUTE RESOLUTION.** The Parties agree to first attempt an informal and good faith resolution of any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section E(12) of the Agreement. Momentum will send a written notice of Dispute to the Home's address. Upon receipt of written notice of a dispute, the Parties agree to engage in good faith communications in an effort to resolve the Dispute. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, the Parties may continue to attempt to resolve the Dispute or the Parties may commence a formal proceeding as detailed below. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled for the 45-day (or as extended through additional resolution attempts) period of the Parties' attempt to informally resolve a Dispute.
- c. **ARBITRATION.** IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, AS WELL AS THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. **ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A BENCH OR JURY TRIAL, AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS (A NATIONAL ARBITRATION PROVIDER) PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.**
- d. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under the law of the state in which the Home is located. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Momentum will pay the costs for initiating arbitration proceedings it files whether you or Momentum prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration hearing will take place in the federal judicial district in which the Home is located unless you and Momentum agree in writing to another location. In order to initiate arbitration proceedings, you or Momentum must take the following actions:
- (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at [www.jamsadr.com](http://www.jamsadr.com)
  - (ii) Send three (3) copies of the demand for arbitration to the JAMS location in your state.
  - (iii) Send one copy of the demand for arbitration to the other Party. You and Momentum agree to receive service of the arbitration demand by registered or certified mail, return receipt requested, or via Federal Express/UPS with delivery confirmation at your billing address and Momentum's principal executive office, respectively.
- e. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with

jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit [www.jamsadr.com](http://www.jamsadr.com), or call 1.800.352.5267.

- f. **CLASS ACTION WAIVER.** ANY RELIEF SOUGHT WITH RESPECT TO ANY DISPUTE, INCLUDING ARBITRATION, MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR MOMENTUM MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION (OR IN ANY OTHER FORUM) BY OR AGAINST OTHER "CUSTOMERS" OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section E(11).

**Agreed and accepted by: (Initials)**

**12. Written Notice & General Correspondence**

All notices, demands or requests related to this Agreement must be in writing and must be sent to the Customer at the Home's mailing address or Customer's email address identified in this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Momentum at:

Momentum Solar Energy Services, LLC  
Attn: Legal Department  
3096 Hamilton Blvd., Building B  
South Plainfield, NJ 07080  
Phone: (732) 902-6224  
Email: [Energy@MomentumSolar.com](mailto:Energy@MomentumSolar.com)

13. **Customer Rights Under NY Law** You may have certain rights under the New York State Home Energy Fair Practices Act (HEFPA). You may direct any inquiries about HEFPA to the New York Department of Public Service (DPS). If we are unable to resolve a complaint of yours, you may contact DPS. DPS complaints may be submitted via: Website at [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone at 1-800-342-3377 (M-F 8:30a -4:00p); or Mail at: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.
14. **Governing Law** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.
15. **Credit Checks** You agree that Momentum has the right, and you authorize Momentum, to periodically check your consumer credit report. Momentum may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.
16. **Consent to Use Images** You agree, and provide your express consent, that Momentum has the right to obtain photographic images of the Solar System and the Home, and you consent to Momentum's use of such photographic images for internal and quality control purposes. You hereby provide your express consent to permit Momentum to use photographic images of the Solar System or the Home in its marketing and promotional materials, which you may revoke in writing pursuant to Paragraph 12 above.
17. **Successors and Assigns** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
17. **Prior Agreements** This Agreement supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.
18. **Entire Agreement** You agree that this Agreement constitutes the entire agreement between you and Momentum. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly, or by their nature, survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.
19. **We May Cancel This Agreement** Momentum may cancel the Agreement in the following circumstances:

- a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
- b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;
- c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;
- d. you fail to respond to Momentum's or its Installation Partner's questions and requests and cause installation of the Solar System to be delayed for twenty-one (21) or more days as a result of your unresponsiveness;
- e. a change in Solar System design alters the expected costs and benefits to Momentum under this Agreement;
- f. cellular service or internet service is no longer available at the Home or the availability of cellular or internet service significantly decreases. If such lack of, or decrease in, cellular service or internet service is not caused through your fault (including your action or inaction) Momentum will refund you the Deposit within a reasonable period of time following notice of such lack of, or decrease in, cellular service or internet service;
- g. Momentum requests a change to the Agreement pursuant to Section D.3.b, via Change Order, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Momentum will refund you the Deposit within thirty (30) days following cancellation;
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering, net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Momentum will refund you the Deposit within a reasonable period of time following cancellation;
- i. prior to the commencement of installation, the Solar System fails to qualify for any expected Incentives (including Incentives based on your household income or similar criteria), we may cancel this Agreement, in which case Momentum will refund you the Deposit within a reasonable period of time following cancellation.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner and holder of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms;
- Have understood that Momentum has the right to check your credit;
- Acknowledge that Momentum does not provide any guaranties or representations as to any Incentives or any tax implications with respect to the Solar System;
- Acknowledge that you are responsible for making all payments under the terms of a twenty-five (25)-year Agreement;
- Acknowledge that Momentum will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Momentum and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

**Agreed and accepted by:** (Initials)

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

## **MOMENTUM SOLAR ENERGY SERVICES LLC**

Signature:

Print Name: \_\_\_\_\_

Date:

Title:

IF YOU CHOOSE TO PAY BY CHECK, PLEASE MAKE YOUR CHECK PAYABLE TO MOMENTUM. NEVER MAKE A CHECK PAYABLE TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

### **Customer**

Primary Account Holder

Secondary Account Holder (Optional)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Notice of Cancellation

Date of Transaction: \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel the transaction, any property traded in, any payments made by you under the contract, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel the transaction, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, including email, to Momentum Solar Energy Services, 3096B Hamilton Boulevard, South Plainfield, NJ, 07080, (1-888-666-3688), [CancelRequest@MomentumSolar.com](mailto:CancelRequest@MomentumSolar.com), NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE TRANSACTION DATE [date three business days after transaction date].

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

## Notice of Cancellation

Date of Transaction: \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel the transaction, any property traded in, any payments made by you under the contract, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel the transaction, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, including email, to Momentum Solar Energy Services, 3096B Hamilton Boulevard, South Plainfield, NJ, 07080, (1-888-666-3688), [CancelRequest@MomentumSolar.com](mailto:CancelRequest@MomentumSolar.com), NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE TRANSACTION DATE [date three business days after transaction date].

I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

## Payment Forms

As a Momentum customer, you will be required to pay your monthly Momentum bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Momentum directly by phone at 888-666-3688 or by email at [Energy@MomentumSolar.com](mailto:Energy@MomentumSolar.com) to request invoices be sent through the US mail.

ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU AUTHORIZE MOMENTUM TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT, PURSUANT TO THE POWER PURCHASE AGREEMENT ("AGREEMENT"), FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. MOMENTUM WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

1. Momentum will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled transfer date. If you inform Momentum that an error exists on your statement, Momentum will attempt to correct that error prior to your next statement to the extent permitted by law. Momentum shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the information on your application, you must immediately notify Momentum in writing of such changes. If Momentum incurs charge-back fees as a result of inaccurate information you provide, then Momentum shall bill you for those fees.
3. If you either do not notify Momentum in writing of such changes or do provide notice but in an untimely fashion, Momentum shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Momentum's sole liability to you shall be Momentum's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Momentum incurs charge-back fees as a result of insufficient funds in your designated account, then Momentum shall bill you for those fees.
5. Momentum reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either Party may terminate this arrangement at any time by giving the other Party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Momentum at 1-888-666-3688. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.
7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.
8. You represent to Momentum that all persons whose signatures are required to withdraw funds from the referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Primary Account Holder

Secondary Account Holder (Optional)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Required Federal Lease Term Disclosures

(Pursuant to Code of Federal Regulations, Regulation M, 61 FR 52258 (Part 213), as amended)

Date:                     

Lessor: Momentum Solar Energy Services LLC

Lessee(s):                     

Monthly Lease Payment Schedule<sup>2\*</sup>

<u>Amount Due at Lease Signing/Delivery</u>	<u>Monthly Lease Payments</u>	<u>Other Charges</u>
Deposit = \$0	Year 1 = \$ <span style="background-color: yellow;">          </span>	NA
Delivery/Installation Fee = \$0	Year 2 = <span style="background-color: yellow;">          </span>	
	Year 3 = <span style="background-color: yellow;">          </span>	
	Year 4 = <span style="background-color: yellow;">          </span>	
	Year 5 = <span style="background-color: yellow;">          </span>	
	Year 6 = <span style="background-color: yellow;">          </span>	
	Year 7 = <span style="background-color: yellow;">          </span>	
	Year 8 = <span style="background-color: yellow;">          </span>	
	Year 9 = <span style="background-color: yellow;">          </span>	
	Year 10 = <span style="background-color: yellow;">          </span>	
	Year 11 = <span style="background-color: yellow;">          </span>	
	Year 12 = <span style="background-color: yellow;">          </span>	
	Year 13 = <span style="background-color: yellow;">          </span>	
	Year 14 = <span style="background-color: yellow;">          </span>	
	Year 15 = <span style="background-color: yellow;">          </span>	
	Year 16 = <span style="background-color: yellow;">          </span>	
	Year 17 = <span style="background-color: yellow;">          </span>	
	Year 18 = <span style="background-color: yellow;">          </span>	
	Year 19 = <span style="background-color: yellow;">          </span>	
	Year 20 = <span style="background-color: yellow;">          </span>	
	Year 21 = <span style="background-color: yellow;">          </span>	
	Year 22 = <span style="background-color: yellow;">          </span>	
	Year 23 = <span style="background-color: yellow;">          </span>	
	Year 24 = <span style="background-color: yellow;">          </span>	
	Year 25 = <span style="background-color: yellow;">          </span>	
	Total Monthly Lease Payments excluding tax = \$ <span style="background-color: yellow;">          </span>	
	Estimated average monthly tax payments = \$ <span style="background-color: yellow;">          </span>	

Total Payments. The amount you will have paid by the end of the Initial Term of the Agreement is \$                     .

Purchase Option at End of Agreement Initial Term. At the end of the Initial Term you will have the option to purchase the Solar System. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. This valuation will include consideration of the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.

Other Important Terms. Review your Agreement for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Official Fees and Taxes. The total amount of estimated official fees and taxes you will have paid by the end of the Initial Term of the Agreement (whether included with your monthly payments or assessed otherwise) is \$ \_\_\_\_\_.

Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the first day of the month immediately following the month in which your system is activated, and subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day") after your system has been activated.

Each month, Momentum will prepare a written or electronic invoice specifying the payment due from you to Momentum for the preceding billing cycle. You will receive this invoice within fifteen (15) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

Momentum reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Momentum before the Monthly Payment due date.

EXHIBIT A  
Guaranteed Output of the Solar System

<b>Year</b>	<b>Guaranteed Output</b>	<b>Refund per kWh if Guaranteed Output is Not Met</b>
2	_____ kWh	\$. _____
4		
6		
8		
10		
12		
14		
16		
18		
20		
22		
24		

EXHIBIT B  
Legal Notices

You have certain rights under the Home Energy Fair Practices Act (HEFPA), including but not limited to the right to designate a third party to receive all notifications relating to termination of your contract or disconnection of your solar system. For more on your rights under HEFPA, please visit [http://www.dps.ny.gov/HEFPA\\_Brochure\\_12-08.pdf](http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf). You also have rights under New York's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), which are available at [https://info.aee.net/hubfs/NY\\_PSC\\_Order\\_10.19.17.pdf](https://info.aee.net/hubfs/NY_PSC_Order_10.19.17.pdf).

You may contact the Public Service Commission with complaints about your solar provider at:

Consumer Complaints

Office of Consumer Services

New York State Public Service Commission

Empire State Plaza

Agency Building 3

Albany, NY 12223-1350

Phone: 1-800-342-3377

[web.questions@dps.ny.gov](mailto:web.questions@dps.ny.gov)



EXHIBIT D  
NEW YORK HOME IMPROVEMENT CONTRACTOR LICENSES  
Held by Pro Custom Solar LLC d/b/a Momentum Solar

9128-2017 (East Hampton)  
L005016 (South Hampton)  
57578-H (Suffolk)  
WC-29454-H17 (Westchester)  
6632 (Yonkers)  
H-12608-23-40 (Rockland)  
PC7406 (Putnam)  
H24100500 and H24100501 (Nassau)  
8189 City of Long Beach  
303 (Village of Island Park)  
9759 (Village of Malverne)  
194-C (Village of Atlantic Beach)  
2042828-DCA (New York City)

EXHIBIT E

NEW YORK UBP-DERS INFORMATION & PURCHASE DISCLOSURE FORM

The following information must be provided pursuant to New York's Uniform Business Practices for Distributed Energy Resource Suppliers:

Production Factor: [REDACTED] (percentage of the available solar resource that the solar electric system will receive, accounting for losses from shading, array azimuth and tilt).

Rate Utility Pays for Electricity Sol to It: \$ [REDACTED] /kWh

See attached table for further disclosures.