

Agreement for the Installation of a Photovoltaic Solar Array

Installer Information

Company Name: _____.

Address: _____.

Phone Number: _____.

Email Address: _____.

Customer Information:

Building Owner/Representative: _____.

Address: _____.

Phone Number: _____.

Email Address: _____.

Location Information (as appears on utility bill)

Name: _____.

Address: _____.

Account Number: _____.

Agreement

1. Scope of Work

The scope of this agreement includes the installation of a ____ kW-DC _____ mounted Photovoltaic Solar array at the location as stated above. The array will consist of:

_____ Solar Panels
_____ Inverter(s)
_____ Mounting Hardware

Installed equipment will meet all applicable codes and regulations. The array will work in parallel with the existing electric service provider.

2. Payment

As compensation for the labor and materials required to complete the project, the purchaser will pay an amount of \$_____.

3. Incentives

- a. A 26% Federal Investment Tax Credit will be owned by the purchaser.
- b. Any New York State tax benefits will be owned by the purchaser.
- c. The NYSERDA rebate will be taken by the installer for the benefit of the purchaser
- d. Incentives are subject to change. Installer will remain up to date on any changes and update the customer for the purchaser's best financial position.

4. Installation Schedule

The installation is projected to take _____ weeks. A detailed proposed schedule can be found in Attachment ____.

5. Payment Schedule

The payment schedule will be a staged payment structure based upon certain project completion check points. The payments and completion stages are as follows:

{Insert Job Specific Information}

6. General Provisions

Any changes to the above specification must be agreed to in writing and signed by both a representative of the business and the installer.

7. Work Quality

All work shall be performed and completed in a manner compliant with all codes and regulations applicable to AHJs of the project.

8. Project Approval

The Contractor shall furnish to the Client a plan including construction and equipment specifications for solar facilities, a description of the work to be done, and the materials/equipment to be used and/or installed. Contractor shall obtain Client's and Client Association's approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.

9. Licensing

To the extent required by the law all work shall be performed by individuals duly licensed and authorized by New York State law to perform said work.

10. Subcontractors

Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

11. Release/Waivers

Contractor shall furnish Client appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

12. Insurance

Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following: (1) Occurrence-based commercial general liability insurance (including contractual liability and products and completed operations coverage) (2) Workers compensation insurance as required by law.

13. Permits

Contractor shall obtain all permits necessary for the work to be performed.

14. Site Conditions and Inspection

Contractor agrees to remove all debris created by the installation and to leave premises in clean condition. An electrical inspection will be conducted by the Authority Having Jurisdiction inspection agency upon completion of installation. NYSEERDA or other AHJ's may also conduct a quality control inspection via remotely if apart if system is installed under the NY-Sun Program.

15. Warranty

Contractor warrants all solar-related work for a period of 5 years following completion. The system's critical components – the solar modules and inverters—are covered by a minimum 10-year performance warranties, which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output. A five-year standard workmanship warranty also protects against labor related defects caused by the manufacturing process of the solar panels and inverters. Materials covered by the workmanship warranty include the aluminum

frame, glass, solar cells, or junction box. The solar modules have a 25-year warranty. In the event that modules break due to manufacturing defects, manufacturer shall repair or replace the module.

16. Contractor's Status

- The Contractor is an independent contractor and is not an employee of Client.
- The Contractor shall furnish all equipment, tools, and supplies to accomplish the assigned work, except as agreed to in writing by both the Client and the Contractor.
- The Contractor maintains control over the manner in which the tasks are to be performed and the products made.
- The Client will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely the responsibility of the Contractor.

17. Non-Disclosure

"Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of Client includes: any information that has been entrusted to Client by third parties, which contractor knows or should know is confidential. The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone (except to the extent necessary for the Contractor to perform duties hereunder or as required by law) any confidential information concerning the business or affairs of the Client which the Contractor may acquire in the course of or incident to his employment. This covenant shall survive the termination of this Contract.

18. Conflict of Interest

Contractor represents that it has no conflicts of interest that might interfere with its performance under this Contract. Contractor further represents that it will immediately inform the Client of any conflicts which arise or may rise during the term of this Contract by written notice to the Client. Client and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to Client on or before execution of this contract

19. Termination of Contract

The Contract will terminate when tasks are complete, allocated budget is expended, or upon fifteen (15) days' written notice by the Contractor or the Client to the other party, whichever first occurs.

20. Indemnification and Limitation of Liability

Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all

amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the other Party, from any breach of this Agreement by the other Party, or from any finding, judgment or other determination or settlement whereby Client is deemed or considered to be the employer of Contractor or of Contractor's Personnel.

21. Arbitration

Any disputes which may arise under this Agreement and which cannot be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration, provided, however, that (i) any dispute where the amount in controversy is less than \$50,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for an agreement outside of arbitration. Any arbitration award will be treated as Confidential Information.

22. Notices

Any notice shall be in writing and delivered in person or mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3rd) day after date of deposit in the U.S. mail.

23. Force Majeure

Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

24. Governing Law and Venue

This Agreement will be interpreted and enforced according to the laws of the state of New York and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Albany County Circuit Court of the State of New York and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

25. Attorney Fees and Costs

In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

Signatures

Company Representative:_____.

Representative Signature:_____.

Date:_____.

Building Owner/Representative:_____.

Owner/Representative Signature:_____.

Date:_____.