



CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between GreenLogic LLC, 97 North Sea Road, Suite 3, Southampton, NY 11968, hereinafter called the Contractor, and _____, residing at _____, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall provide and install an alternative energy system as described in **Exhibit A** (hereinafter the "System") on the property located at: _____, ("Property").

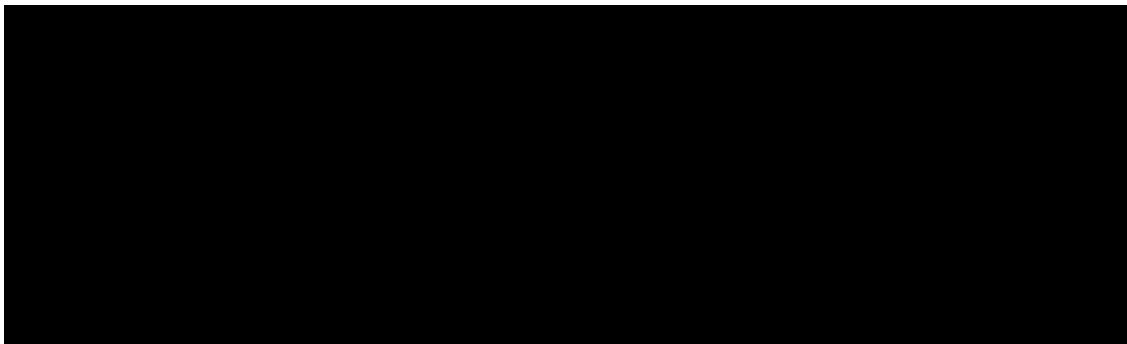
ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced within 60 days after all permits and Utility approvals have been received (if applicable) and the Owner provides notice to Contractor to commence. Contractor estimates it shall substantially complete the work to be performed within 45 days of commencing (hereinafter "Estimated Completion Date"), except for new construction which shall proceed at the schedule provided by Owner. Contractor shall not be responsible and Owner may not cancel this Contract for delays caused by circumstances beyond Contractor's exclusive control.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of _____ (\$XX,XXX), plus any finance charges for late payments (if applicable) and subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS



ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. 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.
4. This Contract represents the full and complete agreement between the parties, and replaces all previous conversations and documents. Change orders/amendments must be in writing & approved by both parties.
5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors. Contractor's insurance shall be responsible for any loss/damage/theft prior to installation, and once materials are installed responsibility for loss/damage/theft will transfer to Owner.

6. Contractor shall obtain all permits and engineering stamps necessary for the work to be performed, and any inspections required upon completion. Owner shall promptly sign any documents necessary to secure above mentioned permits, and Owner shall provide a current survey (if required) and ensure there are no existing building department violations that would prevent Contractor from securing a permit. Owner hereby consents to assign the utility rebate (if applicable) to Contractor and execute any documents required by Utility to that effect.

7. Contractor agrees to remove all debris and leave the premises in broom clean condition.

8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may: a/cease work without breach pending payment or resolution of any dispute, b/place a lien on Property, c/shut the system down, d/seize & reuse the materials, and e/charge interest on the balance due at a rate of 1%/month.

9. Contractor shall not be liable for any delay due to circumstances beyond its control including permitting delays, strikes, casualty or general unavailability of materials.



11. Contract is subject to securing Utility's and NYSERDA's approval and rebate (if applicable) and to securing a building permit, if required. Owner authorizes Contractor to pursue the necessary permits on their behalf, including applying electronic signatures provided by Owner on such paperwork. If, despite Contractor's and Owner's best good faith efforts, it is not possible to secure Utility's approval (if applicable) and/or a building permit, either party may cancel this Contract and Contractor shall promptly refund deposit paid to Contractor minus reasonable expenses for time, fees, and materials incurred in the building permit and Utility's application process.

12. Contract is also subject to the final site review and availability and pricing of merchandise. If, despite Contractor's best efforts, the selected system is not available or suitable, or should the wholesale cost of the system be increased from the time the order is placed, Contractor has the right to substitute reasonably similar equipment. If such similar equipment is not available at a comparable wholesale cost, either party has the option of renegotiating or canceling the Contract, and refunding any monies paid.

13. Owner understands that Contractor is not a tax professional, and as such, Owner is not relying upon Contractor to determine the Owner's eligibility for tax credits.

14. Unless otherwise specified by Owner: a/Owner authorizes Contractor to photograph the system installation for marketing purposes and publication, and b/Owner authorizes Contractor to place a road sign in front of the property to be removed by Contractor once the system is fully approved by Utility.

15. OWNER SHALL BE ENTITLED TO CANCEL THIS CONTRACT UNTIL MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE OWNER HAS SIGNED THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. If after the 3 day rescission period Owner requests to cancel this Agreement for any reason other than the contingencies covered in section 12 of this Agreement and Contractor consents to the cancellation, Contractor shall be entitled to 20% of the Contract Price as a cancellation fee.



16. Facsimile signatures are binding. Owner will remove or prune trees as specified by Contractor in order to remove shading (if applicable).

17. If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

GreenLogic LLC's license and insurance information is as follows. Nassau County Home Improvement Contractor's License (HIC) number: [REDACTED], Suffolk County HIC License number: [REDACTED] Westchester County HIC License: [REDACTED] New York City HIC: [REDACTED] Certificate of liability and workers comp available upon request.

Signed this ____ day of _____, 20__

Owner

Contractor (GreenLogic)



I have read and received this Notice.

Buyer's Signature

Date of Transaction

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL CERTIFIED, RETURN RECEIPT REQUESTED, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO GREENLOGIC LLC AT 97 NORTH SEA ROAD, SUITE 3, SOUTHAMPTON, NY 11968 NOT LATER THAN MIDNIGHT OF

(DATE)

I HEREBY CANCEL THIS TRANSACTION

(DATE)

(Buyer's Signature)

GL COPY



I have read and received this Notice.

Buyer's Signature

Date of Transaction

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(DATE)

I HEREBY CANCEL THIS TRANSACTION

(DATE)

(Buyer's Signature)

OWNER COPY