



1087 Fort Salonga Road
 Northport, NY 11768
 631-683-4898 (phone)
 631-683-4899 (fax)
 www.Horizon-Solar.com

SALES AND INSTALLATION AGREEMENT

Contractor Information

Horizon Solar L.L.C.
 1087 Fort Salonga Road
 Northport, NY 11768

Customer Information

Name
 Street, City, State Zip
 Phone number

Solar Electric (PV) System to be Installed

- ♦PV Panels: Make and Model (quantity = X)
- ♦Inverter(s): Make and Model (quantity = X)
- ♦Balance of System: All associated wiring, racking, and interconnection equipment.

Payment Schedule

<u>Step</u>	<u>Timeframe</u>	<u>Cost</u>
NYSERDA/PSEG Pre-Approval + Contract Signing (Paid by Customer to Contractor)	Week 0	\$750.00
Photovoltaic Equipment Purchase (Paid by Customer to Contractor)	Week 12	\$2,000.00
System Commissioning (Paid by Energy Finance Solutions directly to Horizon Solar LLC)	Week 16	\$24,850.00
	Total Cost	\$?????????



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General Terms and Conditions of Sale

Our business relationships with our customers shall be based on our General Terms and Conditions of Sale, as defined below:

1. Definitions

- "Agreement" means the Sales and Installation Agreement between the Contractor and the Customer.
- "Contractor" means the Contractor as described in the Contractor Information section on the face of this Agreement.
- "Customer" means the Customer as described in the Customer Information section on the face of this Agreement.
- "Premises" means the location where Work is completed as described in the Customer Information section on the face of this Agreement.
- "Work" means the installation of those products specified in the Solar Electric (PV) System to be Installed section on the face of this Agreement.
- "PSEG" refers to the local electric utility on Long Island whom the Customer has an electric account with.
- "NYSERDA" refers to the New York State Energy Research and Development Authority. NYSERDA administers the GJGNY low interest loan financing program.
- "EFS" refers to Energy Finance Solutions which is the entity that will handle the financial transactions for the GJGNY low interest loan financing program.

2. **Turn Key Service:** Contractor is providing a "turn key" system which includes all applicable standard hardware, materials, supplies and services required to provide an operational system. The total system cost (including the NYSERDA incentive) is \$28,823.50. The approximate cost breakdown is as follows:

- Inverters: \$5,000.00
- PV Modules: \$10,000.00
- Balance of system (racking, wiring, flashing, etc.): \$7,000.00
- Labor and overhead: \$5,000.00
- Permitting Fees: \$1,000.00
- Inspection Costs: \$150.00

3. **Compliance to Building Codes:** All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws. Some municipalities may require an updated property survey as part of the building permit application. Any drafting or updating of property surveys shall be coordinated by the property owner at their own expense.

4. **License Status:** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

5. **Use of 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.



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6. Change Order (Mid-Performance Amendments): The Contractor and Customer recognize that Contractor's original cost and time estimates may prove too low due to unforeseen events, or to factors unknown to the Contractor when the contract was made; Customer may desire a mid-job change in the specifications that would add time and cost to the specified work possibly inconvenience the Contractor; or other provisions of the contract may be difficult to carry out because of unforeseen events such as a materials shortage. If these or other events beyond the control of the parties require adjustments to this contract, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this contract. Failure to reach agreement shall be deemed a dispute to be resolved as agreed herein.

7. Liability Insurance: Contractor warrants that they shall maintain comprehensive general body injury and property damage liability insurance to a minimum of \$1,000,000, covering any damage or injury caused by the Contractor or anyone for whom the Contractor is responsible, and relating to the Work.

8. Permits and Approvals: Contractor shall at its own expense obtain all permits necessary for the work to be performed. The customer is responsible for ensuring that the Premises meet all appropriate municipal zoning bylaws, and that no outstanding permit issues exist on the Premises.

9. Premises Ownership: The Customer represents and warrants that the Customer is the registered owner on title of the Premises. If the Customer is not the registered owner on title of the Premises, the Customer represents and warrants that the Customer has obtained permission of the registered owner on title of the Premises to complete the Work.

10. Taxes: Unless otherwise indicated, all taxes are included in the prices. Contractor agrees to pay any taxes which are paid or payable, or assessed in connection with this Work.

11. Dispute Resolution: All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Customer may have rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>. If you have inquiries or complaints that the Contractor 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>.

12. Force Majeure: Contractor will make every reasonable effort to perform the work within the times estimated in the agreement. Contractor shall not be liable for any delay due to circumstances beyond its control including processing delays by PSEG or the permitting municipality, casualty or general unavailability of materials. Any starting or completion dates stated by us shall be subject to clarification of all technical details. Moreover, our obligation to meet any deadlines shall be based on the punctual and proper fulfillment of the customer's obligations. In the event of strikes, Force Majeure, delayed shipments by suppliers or subcontractors or other causes hindering punctual Completion for reasons that we are not accountable for, we shall be entitled to extend the Completion dates by a reasonable amount of time.



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13. **Materials:** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty if appropriate.

14. **Completion of Work:** The work specified herein shall be considered completed upon turn-on of the system. The Customer and Contractor agree that upon completion of the work, the contractor is entitled to the balance of the contract price.

15. **Limited Warranties:** Contractor will complete the specified work in a substantial and workmanlike manner according to standard practices prevalent in Contractor's trade. The specified work will comply with all applicable building codes and regulations. Contractor warrants that the labor and materials provided as part of the specified work will be free from defects for a period of ten (10) years from the date of completion. This period includes system maintenance (the services required to keep the System operating as intended) repairs (actions needed to fix malfunctions).

Major equipment as supplied by third-party manufacturers shall be warranted in accordance that manufacturer's warranty. The solar modules carry a warranty of **25 years** while the inverter(s) carry a warranty of **10 years**. The system monitoring hardware carries a manufacturer's warranty of 1 year.

Contractor disclaims any liability for direct or indirect damages due to improper modifications, alterations or repair attempts, inappropriate use or operation, insufficient ventilation of electrical equipment, non-compliance with relevant safety standards or regulations, flood, lightning, over voltage, storm, fire (acts of nature), or damage caused by animals. Contractor will not be liable for any direct, indirect or consequential damages, losses, costs or expenses however arising in contract or tort, including without restriction any economic losses of any kind, any loss or damage to property, any personal injury, any damage or injury arising from or as a result of misuse or abuse, or the incorrect operation of the equipment.

16. **Production Guarantees:** The Customer acknowledges and agrees that the Contractor is not giving and has not given any guarantee to the customer as to the energy savings that may result from the completion of work. While it is dependent on a number of variables such as weather, the annual energy production of the system at this site, accounting for existing shade, azimuth and tilt, is **estimated** to be **11,730kWh**

17. **System Check-up:** Contractor will provide a free system check-up approximately 1 year following the completion of work.

18. **Site Maintenance:** Contractor shall perform the specified work between the hours of 6:00AM and 8:00PM. At the end of each day's work, Contractor agrees to clean all debris such as construction and packaging material from the work area. Upon completion of the work, the Contractor shall as soon as is reasonably possible remove from the Premises any equipment, materials, debris and waste relating to the Work and shall leave the Premises in a clean and tidy condition.

19. **NYSERDA Pre-Approval:** This agreement is contingent on NYSERDA pre-approving the Work. If pre-approval is not granted by NYSERDA and/or the incentive associated with the Work is not granted by NYSERDA, the Customer or Contractor has the right to cancel this agreement at no cost to the Customer.



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20. **Tax Credits:** The Customer is responsible for determining the eligibility of the Work for New York State and Federal Tax credits. The Customer is responsible for filing for and obtaining all applicable tax credits.

21. **Right of Cancellation:** Customer may cancel this Contract within three (3) days after signature by notifying Contractor of such in writing.

22. **Ongoing Tree Trimming/Removal:** The customer is responsible for trimming any trees which overhang the photovoltaic system on an ongoing basis. For roof mounted systems, the customer is also responsible for ensuring that trees or shrubs do not grow close enough to any part of the roof thus allowing easy access for animals (e.g. squirrels, raccoons, etc). Failure to do so may result in lost production and/or significant damage to the solar system.

23. **Damage from Animals:** For roof mounted photovoltaic systems, the customer is responsible for ensuring that animals such as squirrels and raccoons do not have access to the roof. Animals such as squirrels and raccoons can nest under the array and cause significant damage. A common method of access for animals is trees or shrubs overhanging or growing too close to the roof (see "Tree Trimming/Removal" clause). Horizon Solar LLC is not liable for damage caused by animals and the damage is not covered by equipment manufacturer or Horizon Solar LLC warranties. The Customer should contact pest control professionals as soon as possible if animals are detected under or around the photovoltaic array.

24. **System Monitoring:** The system will come with web-based monitoring so The Customer can track the progress of their energy production. The monitoring also notifies the Customer and the Contractor if there are any issues with the system. The Contractor is responsible for the initial setup of the monitoring, including networking the photovoltaic system together with the Customers existing wired or wireless internet network. The Customer is responsible for maintaining their internet network and for reestablishing communication between the inverter(s) and their network when it is lost (e.g. new internet provider, change in network components such as new routers, etc.). The customer is also responsible for maintaining network communication devices installed by the Contractor (e.g. inverter communication devices, wireless routers, etc.), and for replacement costs if they are damaged.

25. **System Financing:** EFS will provide partial or in some cases full financing for the Work. All financing arrangements (e.g. amount, terms, pre-payments, arrears) must be made between EFS and the Customer. There is a \$150 application fee payable to EFS which will be rolled into the financing loan. The amount financed for the Work is \$24,850.00 which will be paid directly to Horizon Solar LLC by EFS following system commissioning. The balance of the system cost which is \$3,000.00, will be payable by the Customer to the Contractor as per the payment schedule on Page 1.



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26. Initial Tree Trimming: Tree trimming and or/cutting down is included in the system price. This includes the 5 trees in the front of the house and the large tree in back directly next to the sun room. The price also includes stump grinding. The trimming is being subcontracted to Eliseo's Tree Service (194 Commercial Blvd, Brentwood NY 11717) which carries their own liability and workers compensation insurances. The agreed upon price between the customer and Eliseo's Tree Service was \$3,200 which will be paid by Horizon Solar to Eliseo's Tree Service.

All agreements between Customer and Contractor related to the specified work are incorporated in this Contract. Any modification to the Contract shall be in writing.

I have read and agree to the above Sales & Installation Contract:

CUSTOMER:

Name _____

Signature _____

Date _____

CONTRACTOR:

Name _____

Signature _____

Date _____