

New York RESIDENTIAL CONTRACT

Date: October ____, 2019

[NAME AND ADDRESS OF CUSTOMER]

Re: Letter Agreement for the Sale and Installation of a Residential Solar Photovoltaic System

Dear [_____],

Thank you for choosing Consolidated Edison Solutions, Inc (“ConEdison Solutions”) as the installer of your residential solar photovoltaic system (“Solar PV System”).

This letter agreement (“Letter Agreement”) between you (as the “Homeowner”) and ConEdison Solutions sets out the terms and conditions by which ConEdison Solutions will install the Solar PV System on your property located at [_____] (the “Property”).

1. Description of Work and Materials. ConEdison Solutions shall furnish all materials, tools, machinery, and installation and supervisory services (collectively, the “Work”) described in Exhibit A (“Solar PV System Scope of Work”) in accordance with the terms of this Letter Agreement. The installation location, listing of components, estimated energy output, pricing, and the System Component Listing in Exhibit B help define the Work and are an integral part of this Letter Agreement.

2. Contract Price. As payment for the Work to be provided by ConEdison Solutions under this Letter Agreement, the Homeowner shall pay ConEdison Solutions the sum of [\$ _____] (the “Contract Price”). For those Homeowners residing in New York who are participating in the NYSERDA’s Residential Solar Incentive Program, the Contract Price will be reduced by the actual rebate amount received from NYSERDA which is currently estimated to be [\$ _____], resulting in a revised estimated Contract Price of [\$ _____].

3. Availability of Incentives. Various incentives may be available to the Homeowner to reduce the cost of the Solar PV System, or to provide financial incentives for the use of the Solar PV System, including incentives from the federal and/or state government, as well as from the Homeowner’s local utility (collectively, “Incentives”). As ConEdison Solutions has no control over the availability, now or in the future, of such Incentives, ConEdison Solutions does not guarantee the availability or continuing availability of such Incentives or the timing during which such Incentives can be used, and shall have no liability in the event such Incentives are not available now or in the future to Homeowner.

4. Payment Schedule. The Contract Price shall be paid in accordance with the payment schedule (the “Payment Schedule”) attached hereto as Exhibit C, regardless of the financing option selected by Homeowner. The Contract Price may be adjusted only by means of a written Change Order executed by ConEdison Solutions and the Homeowner.

A. Waiver of the Homeowner’s Claims. The making of the final payment shall constitute a waiver of all claims by the Homeowner, except those arising from:

1. A third-party lien arising from ConEdison Solutions' Work; or
2. Faulty or defective Work appearing after substantial completion of the Solar PV System.

- B. Waiver of ConEdison Solutions' Claims. ConEdison Solutions' acceptance of the final payment from the Homeowner shall constitute a waiver of all claims by ConEdison Solutions except those claims, if any, previously made in writing and identified by ConEdison Solutions as outstanding at the time of the final payment.
- C. Payment Failure. If the Homeowner fails to make any payment when due, ConEdison Solutions may, in addition to its other remedies under this Letter Agreement, cease performance of the Work; provided, however, that ConEdison Solutions may resume performance of the Work after payment or other resolution of the dispute.
- D. Notice of Lien Rights. ConEdison Solutions, its subcontractors, laborers, and equipment or material suppliers performing or otherwise supplying materials or equipment in connection with the Work may have the right to place a lien on the Property in accordance with applicable law, if they are not paid due to the acts or omissions of the Homeowner.
- E. Security Interest. The Homeowner hereby grants to ConEdison Solutions, and ConEdison Solutions hereby retains, a first priority purchase money security interest and applicable sellers' liens in and to the Solar PV System, together with all products and proceeds of the foregoing, in any form, wherever located (the "Collateral") as security until such Solar PV System is paid for in full, including late payment interest, if applicable. The Homeowner authorizes ConEdison Solutions to make any and all filings with the appropriate governmental authorities ConEdison Solutions deems necessary to evidence, perfect, and/or protect the security interest granted herein. Any sale, assignment or transfer of the Collateral shall be subject to the continuing security interest of ConEdison Solutions described herein.

5. Time of Completion. ConEdison Solutions and the Homeowner agree that the Work to be performed under this Letter Agreement is anticipated to start on or about [], and be completed on or about [], provided, however, that the parties acknowledge and agree that time is not of the essence for the completion of the Work and the start and completion dates are only estimates based on currently available information and are not guaranteed. Without limiting the foregoing, receipt of utility interconnection approvals and other governmental approvals, if applicable, are beyond the control of ConEdison Solutions. In addition, other factors, including, but not limited to, inclement weather or unavailability of materials, may also result in delays to the estimated installation schedule.

6. Licenses and Permits. ConEdison Solutions shall, at its sole cost and expense, comply with all state and local licensing, permitting, and registration requirements for the performance of the Work.

7. Representations and Warranties.

- A. ConEdison Solutions and the Homeowner each hereby represents and warrants to the other party as follows:
- i. It has the full power, authority, and right to enter into and perform its obligations under Letter Agreement and the person executing this letter Agreement on its behalf is authorized to do so.

- ii. This Letter Agreement is a legal, valid, and binding obligation of each party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- iii. Entering into this Letter Agreement will not violate its bylaws or any other contract or agreement to which that party is also a party.
- iv. Neither party may amend or otherwise change this Letter Agreement, including, but not limited to, Exhibit B, without the prior written consent of the other party.
- v. ConEdison Solutions may in its sole discretion engage licensed subcontractors to perform the Work; provided, however, that ConEdison Solutions will at all times remain responsible for the completion of the Work in accordance with this Letter Agreement.

B. ConEdison Solutions hereby represents and warrants to the Homeowner as follows:

- i. The Work shall be performed in a workmanlike manner according to standard industry practices and in compliance with all building codes and other applicable laws; provided, however, that if more restrictive standards or requirements are set forth in any attached plans or specifications, such more restrictive standards or requirements shall control.
- ii. The Work shall be performed by individuals duly licensed and authorized as required by law.
- iii. ConEdison Solutions shall provide the Homeowner with appropriate releases or waivers of liens upon receipt of final payment from the Homeowner for the Work.
- iv. ConEdison Solutions shall remove all debris or garbage resulting from the Work from the Property and leave the Property in broom (or rake) clean condition after the Work has been completed.
- v. ConEdison Solutions is responsible for paying all ordinary and necessary expenses of its staff.
- vi. ConEdison Solutions is insured for injury to its employees and others incurring loss or injury directly as a result of the acts of ConEdison Solutions or its employees or subcontractors.
- vii. ConEdison Solutions shall obtain all necessary approvals from local authorities or other regulatory agencies required for the Work.

C. The Homeowner hereby represents and warrants to ConEdison Solutions as follows:

- i. The Homeowner is the registered owner of the Property.
- ii. The Homeowner shall make timely payments of all amounts due ConEdison Solutions under this Letter Agreement.
- iii. The Homeowner shall notify ConEdison Solutions of any changes to the Property potentially affecting the performance of ConEdison Solutions' obligations under this Letter Agreement not less than thirty (30) days prior to the effective date of any such change.
- iv. The Homeowner shall provide an internet connection within the required

proximity to the Solar PV System so as to ensure the data monitoring system for the Solar PV System operates without interruption.

- v. The Homeowner shall provide such other assistance as ConEdison Solutions may reasonably request in connection with the performance of the Work.

8. Work Warranties.

A. Correction of Defective Work. For a period of ten (10) years from the date of substantial completion of the Work or such longer period as may be required by law, ConEdison Solutions shall correct any Work found to be defective or otherwise failing to conform to Exhibit A, including, but not limited to, roof repairs necessitated by the Solar PV System installation, whether such defect or nonconformance is observed before or after substantial completion of the Work. ConEdison Solutions shall correct any such defective or nonconforming Work within a reasonable period of time after receiving written notice from the Homeowner and at ConEdison Solutions' sole cost and expense, except as may otherwise be agreed to in writing by the parties; provided, however, that ConEdison Solutions shall not be required to repair any damage to the PV Solar System that occurred after completion of the Work, unless the parties agree that such damage is directly due to an act or omission by ConEdison Solutions, its employees or subcontractors that occurred prior to the completion of the Work.

B. Solar PV System Output Guaranty. In addition to the above-stated warranty, ConEdison Solutions guarantees that during the five (5) year period commencing on the date the permission to operate is issued by the utility company, the output of the Solar PV System will equal or exceed [_____]kWh in the aggregate (the "Guaranteed Output"). The Guaranteed Output may be modified as a result of a change order once the technical site visit has occurred.

In the event that during such five (5) year period, the Solar PV System fails to achieve the Guaranteed Output (ConEdison Solutions does not actively monitor any sites) for any reason other than: (i) the Homeowner's acts or omissions, including, but not limited to, damage to or removal of the panels by the Homeowner or any third party, failure by the Homeowner to maintain the internet connection required for the monitoring of the Solar PV System, or the failure to maintain the anticipated level of insolation (i.e., sunlight) to the Solar PV System as a result, for example, of the Homeowner's failure to trim trees and/or otherwise maintain landscaping, construction of home additions or other installations on the Homeowner's Property; (ii) an equipment failure covered by the manufacturer's warranty; or (iii) an event of force majeure, ConEdison Solutions, at its sole option, agrees to provide one of the following forms of compensation to Homeowner:

- (i) Cash payment at the rate of [_____] per undelivered kWh;
- (ii) Installation of additional or upgraded solar panels to correct the shortfall in the Guaranteed Output; or
- (iii) A prorated refund for the Solar PV System based on the cost of the Solar PV System net of incentives (i.e., the Contract Price less any rebates, credits, environmental attributes, energy savings or tax incentives).

C. Battery Storage System (if applicable): In the event that the Homeowner elects to add a battery storage system to a residential Solar PV system installed by ConEdison Solutions:

- (i) The Homeowner acknowledges and agrees that ConEdison Solutions is providing only installation services for the battery storage system and that the manufacturer of the battery storage system, [_____] , shall at all times be the sole point of contact for the Homeowner for any questions or concerns relating to the battery storage system, including, without limitation, performance or warranty concerns.

- (ii) The Homeowner acknowledges and agrees that that ConEdison Solutions' workmanship warranty in Section 8(A) of this Letter Agreement covers only the installation of the battery storage system and not the battery storage system itself, and furthermore that the warranty of the battery storage system is provided by the manufacturer, and not by ConEdison Solutions.
- (iii) ConEdison Solutions will use reasonable efforts to install the Solar PV System and the battery storage system at the same time. However, since ConEdison Solutions has no control over the supply/delivery of the battery storage system, it may be necessary for the battery storage system to be installed after the Solar PV System has been installed.

9. Termination. This Letter Agreement may be terminated:

- A. By either party for a breach of any material provision of this Letter Agreement by the other party, if the other party's breach is not cured within ninety (90) days of receipt of written notice thereof.
- B. If the Homeowner terminates this Letter Agreement for any reason, after the three (3) day right to cancel described below, the Homeowner will be financially responsible for all costs/fees incurred by Con Edison Solutions prior to, and in connection with the termination of the Work, as well as reasonable overhead and profit on the Work performed.

10. Disclosures. Without limiting any other provision in this Letter Agreement, the Homeowner acknowledges and agrees as follows:

- a. It is the Homeowner's responsibility to turn the Solar PV System on once the Homeowner receives permission to operate (PTO) from Homeowner's local electric utility. After installation, ConEdison Solutions may, at its sole discretion, opt to send a representative to the site to activate the Solar PV System, or provide Solar PV System activation directions to the Homeowner.
- b. It is the Homeowner's responsibility to monitor the Solar PV System production/output and report any issues to ConEdison Solutions as soon as possible. **Monitoring of the Solar PV System by ConEdison Solutions is not included in the Contract Price** and it is important that the Homeowner check the Solar PV System's production output periodically. ConEdison Solutions recommends Homeowner monitor Solar PV System performance via the web-enabled data-monitoring platform, inverter display, and monthly utility statements. Solar PV System downtime will not be compensated.
- c. It is the Homeowner's responsibility to maintain the Solar PV System. The Homeowner should clear any debris that accumulates on or beneath the array, and ensure no new shading emerges which can reduce the Solar PV System production output.
- d. Unless expressly detailed in the Solar PV System components listing (Exhibit B), these features are not included in the Homeowner's Solar PV System:
 - i. Critter Guards – This feature can prevent squirrels/birds from taking up residence beneath the array and causing damage to the Solar PV System or the Homeowner's roof.
 - ii. Snow Guards - This feature restricts the amount of snow that can slide off of the roof at a given moment. This is recommended for any area directly above frequently-used doorways or delicate equipment.
 - iii. Battery Storage System –
 - 1. If the Homeowner elects to add a battery storage system to the Solar PV System, the battery system may or may not support the electrical needs of the entire house, as potential limitations may be identified during the engineering review. If recommended, options to expand the battery system may be presented to Homeowner.

2. In a backup situation, discretion in the use of available battery power is imperative. Some high-drain appliances (e.g. electric range/oven, electric dryer, electric coil heat) are not recommended to be operated during a grid interruption, as they may significantly diminish overall run time of the battery system. Unnecessary, large circuits should be turned off during grid interruption or be relocated to a separate load center not backed up by the battery storage system.
3. If a battery storage system is not purchased by the Homeowner, a Solar PV System-only installation will not provide back-up power in the event of a grid failure/outage.

11. Access to Work. ConEdison Solutions, its employees, agents and contractors, as well as any required utility or governmental representatives, shall have such access to the Work and the Property as may reasonably be required to perform their obligations in connection with this Letter Agreement, including, but not limited to, any required inspections of the Work.

12. Notice of Right to Cancel.

THE HOMEOWNER HAS AN UNCONDITIONAL RIGHT TO CANCEL THIS LETTER AGREEMENT UNTIL MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE LETTER AGREEMENT IS SIGNED. (FOR THOSE HOMEOWNERS IN CONNECTICUT, SATURDAY IS CONSIDERED A BUSINESS DAY.) ANY SUCH CANCELLATION MUST BE IN WRITING. SEE FORM OF CANCELLATION NOTICE ATTACHED AS EXHIBIT D.

13. Location of Property Lines. The Homeowner is solely responsible for locating and informing ConEdison Solutions of the location of all property lines and ConEdison Solutions shall be entitled to rely on the information provided by the Homeowner. ConEdison Solutions may require the Homeowner, at the Homeowner's expense, to provide a licensed surveyor's map of the property showing the relevant property lines.

14. Unanticipated Conditions, Existing Defects and Concealed Damage. Any additional costs or expenses which are attributable to unusual or unanticipated conditions, environmental hazards, concealed damage, or existing defects or code violations (collectively, "Unanticipated Conditions") that are discovered during the course of the Work are the responsibility of the Homeowner. ConEdison Solutions is not responsible to remedy any such Unanticipated Conditions except pursuant to a written Change Order executed by both parties.

15. Assignment. ConEdison Solutions shall have the right, without the prior written consent of the Homeowner, to sell, transfer or reorganize ConEdison Solutions and to assign its rights and obligations under this Letter Agreement to: (i) any affiliate, subsidiary, or parent entity or (ii) a successor in the operation of ConEdison Solutions' assets and/or behind the meter/residential solar business by reason of a reorganization, merger, consolidation, or sale. The Homeowner may assign its rights and obligations under this Letter Agreement to a purchaser of the Property with the prior written consent of ConEdison Solutions.

16. Successors and Assigns. All references in this Letter Agreement to the "parties" shall be deemed to include, as applicable, a reference to their respective successors and permitted assigns. The provisions of this Letter Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties.

17. No Implied Waiver. The failure of either party to insist on strict performance of any covenant or obligation under this Letter Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Letter Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18. Nature of Relationship. ConEdison Solutions is not an employee of the Homeowner. In performing its obligations under the Letter Agreement, ConEdison Solutions is working in its capacity as an independent contractor.

19. Change Orders. All changes in the Work requested by the Homeowner, or as otherwise required by this Letter Agreement or agreed to by the parties, must be pursuant to a written Change Order executed by both parties. The Contract Price will be increased or decreased accordingly by the parties' written agreement. Any request to increase the Contract Price based on a change in the Work will be presented to the Homeowner by ConEdison Solutions in writing and a Change Order duly executed by both parties before the commencement of any change in the Work.

20. Types of Materials. All materials used by ConEdison Solutions in performing the Work shall be new, in good condition, and in compliance with applicable laws and codes.

21. Title and Risk of Loss. Title to and risk of loss of the Work shall transfer to the Homeowner upon being affixed to the Property; provided, however, that such transfer of title and risk of loss shall not release the Homeowner from its obligation to pay for the Work in accordance with the provisions of this Letter Agreement. At all times following the transfer of title/risk of loss to the Homeowner and prior to final payment being made to ConEdison Solutions, the Homeowner shall be solely responsible for procuring insurance to cover the PV Solar System against casualty or loss.

22. Replacement of Materials. If any of the materials specified in Exhibit B are unavailable such that completion of the Work would be delayed for an unreasonable period of time, the Homeowner shall have the option to select alternative materials of similar specifications and price from alternative (and readily available) materials proposed by ConEdison Solutions.

23. Photographic/Digital Images. The Homeowner agrees to allow ConEdison Solutions to take photographic/digital images and video of the work and use all such images on the ConEdison Solutions and its affiliates' website and printed material.

24. Amendment or Modification. This Letter Agreement may only be amended, modified or changed by means of a written amendment or Change Order executed by both parties.

25. Governing Law. This Letter Agreement shall be governed by the laws of the State of New York. In the event a dispute arises in connection with this Letter Agreement, prior to the commencement of litigation by either party, the parties agree to first attempt resolve the matter through good faith discussions and negotiation for a period of not less than thirty (30) days. Thereafter, either party may commence litigation, the exclusive venue for which shall be a state or federal court with jurisdiction in the county in which the Work was performed.

26. Counterparts/Electric Signatures. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same

instrument. For purposes of this Letter Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

27. Severability. Whenever possible, each provision of this Letter Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Letter Agreement is determined to be invalid, illegal, or unenforceable in any respect under applicable law or rule, such invalidity, illegality, or unenforceability will not affect any other provision, and this Letter Agreement will be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provisions had never been contained herein.

28. Entire Agreement. This Letter Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Homeowner and ConEdison Solutions with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the parties.

29. Survival. The following sections of this Letter Agreement shall survive any termination or expiration of this Letter Agreement: Payment Schedule, Representations and Warranties, Disclosures, and Governing Law.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, ConEdison Solutions and the Homeowner have caused this Letter Agreement to be executed as of the date first set forth above.

Consolidated Edison Solutions, Inc.

By: _____

Name (print or type): _____

Title (print or type): _____

[NAME OF HOMEOWNER(S)]

By: _____

Name(s) (print or type): _____

EXHIBIT A
SOLAR PV SYSTEM SCOPE OF WORK

Solar PV System Location: []

Solar PV System Component Listing: see Exhibit B to the Letter Agreement

Solar PV System Estimated Annual Energy Output: []kWh

Solar PV System Contract Price: \$[] (before incentives)

Exhibit B
System Component Listing

Quantity, Make and Model of the Panels:

Total System Size (kW):

Inverter Type:

Mounting System:

Data Monitoring System:

Battery Storage System (if applicable):

Other:

EXHIBIT C

PAYMENT SCHEDULE*

Payment	Due Date	Amount
Estimated Rebate Payment	Per terms of the issuing entity **	\$
First Customer Payment	Contract Signing	\$
Second Customer Payment	20% Due upon creation of SP-E & PV1 drawings	\$
Third Customer Payment	60% Upon Installation Scheduling***	\$
Fourth Customer Payment	20% Upon Solar PV System Passing Municipal Inspection	\$
Total	Total	\$

*The Payment schedule will be adjusted to reflect any financing options being exercised by the Homeowner upon approval of such financing.

**Payments assume receipt of an estimated rebate from NYSERDA as specified in this Letter Agreement. In the event the actual rebate received is less than the estimate, the Contract Price will be updated accordingly and the Homeowner shall be responsible for payment of the updated Contract Price as adjusted to reflect the actual rebate received from NYSERDA.

***All permits, approvals, drawings, engineering, and material procurement are complete.

EXHIBIT D

Notice of Cancellation

Date: []

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 LETTER AGREEMENT, CONTRACT OR SALE, 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, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE LETTER AGREEMENT, CONTRACT OR SALE; 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 TWENTY DAYS OF THE DATE OF THE 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, TO **CONSOLIDATED EDISON SOLUTIONS, INC., 38 BEAVER BROOK ROAD, DANBURY CT 06810** NOT LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY (INCLUDING SATURDAY) AFTER SIGNING YOUR ACKNOWLEDGEMENT BELOW.

I UNDERSTAND MY RIGHT TO CANCEL AND HAVE BEEN TOLD OF MY RIGHT TO CANCEL

Signed _____ Date _____

I HEREBY CANCEL THIS TRANSACTION.

Signed _____ Date _____