



CONTRACTOR AGREEMENT

THIS AGREEMENT made this **28th day of March, 2019** by and between New York Solar Solutions LLC, 47 Echo Ave. #1014 Miller Place, NY 11764, hereinafter called the Contractor and **Homeowner X** located at **123 Halsey Lane, Southampton NY** 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 a Solar Photovoltaic System as described in **Exhibit A** (hereinafter the "Solar-Energy System") on the property located at **123 Halsey Lane, Southampton NY** ("Property").

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced within 45 days after all permits have been received. Contractor estimates it shall substantially complete the work to be performed hereof within ten (10) days of commencing (hereinafter "Estimated Completion Date"). 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 **Forty Thousand Dollars (\$40,000)**, plus finance charges (if applicable) and subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:

Progress Payment 1:	Upon execution of Contract	\$ 3,500
Progress Payment 2:	After Building Permit and before Installation	\$ 17,500
Progress Payment 3:	Upon Completion of Installation and fully Operational	\$ 17,500
Progress Payment 4:	Upon Electrical Inspection approval	\$ 1,500

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. All change orders shall be in writing and signed by both Owner and Contractor.
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.

6. Contractor shall at Owner's expense obtain all permits and engineering stamps necessary for the work to be performed, and any inspections required upon completion. Client shall promptly sign any documents necessary to secure above mentioned permits.

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. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

10. 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. In addition to the LG Electronics solar module manufacturer's 25-year product performance warranty, there is a 25-year warranty on the Enphase inverter(s). The Contractor additionally warrants all workmanship for a period of 24 months following completion ("Contractor's Warranty"). To the extent that the required repair is not covered under Manufacturer's warranty, Contractor's warranty will cover the cost of labor and materials for any repairs required as the result of the installation workmanship for the duration of Contractor's Warranty. Contractor does not provide coverage for claims resulting from acts of god, war, riot, winds in excess of 130mph, lightning, tampering, damage from flying debris, animals, utility service problems, improper maintenance/cleaning/handling the system, cosmetic flaws, changes in seasonal irradiation patterns, and snow and ice falling off roof. Contractor is also not responsible for the cost of lost/reduced power/energy while the system is under repair or as a result of utility service problems (e.g. PSEG LI), or solar/shading issues.

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

14. Owner shall be entitled to cancel this contract until midnight on the third business day after the Owner has signed this contract. Facsimile signatures are binding.

15. Solar System Description and Production Summary:

System Size in DC Watts:	10,220
Inverter Efficiency:	97%
System Losses (Pitch, Azimuth, Shading):	14%
Estimated Annual Energy in Year 1, KWH:	12,800 (+/- 10%)
Estimated Annual Energy decrease per year:	0.5%

Signed this 28th Day of March 2019

Homeowner X

New York Solar Solutions
Louis Boccio, President

NY SOLAR SOLUTIONS



SOLAR GENERATOR BATTERY

10.22 kw LG Electronics/Enphase PV System Quote

New York Solar Solutions LLC

47 Echo Ave. #1014
Miller Place, NY 11764
1-888-350-SOLAR office

www.newyorksolarsolutions.com

Contact: Lou Boccio, mobile 516-446-0093

lou@newyorksolarsolutions.com

Customer:

name: X Residence

address: 123 Halsey Lane

Southampton, NY

contact: Customer X

phone: 631-123-4567

e-mail: customerx@gmail.com

Date: 03/28/19

Item #	Qty.	Art. No.	Description	Unit Price	Total Price
1	10,220	System	Photovoltaic MicroInverter System 10.22kW DC Rated System - installed	\$3.91	\$ 40,000
			<u>includes:</u>		
	28	365	• LG Electronics 365w Neon R-Series PV Module, 25yr production warranty	included	\$ -
	28	IQ7+	• Enphase IQ7+ Micro-inverters, 25yr warranty	included	\$ -
	1	EMU	• Enphase Energy Management Unit	included	\$ -
	1	monitor	• Enphase Monitoring Service - life of system	included	\$ -
			<u>includes:</u> Consumption and Production Monitoring		
	misc	hdwr	• Mounting system including anodized aluminum rails and hardware	included	\$ -
	1	hdwr	• Solar Electrical sub-panel & circuit breakers	included	\$ -
	1	Admin	• PSEG documents for Utility Interconnection and Net Meter managed by NYSS	included	\$ -
	1	Inspect	• Electrical Inspection and Certificate	included	\$ -
Project cost before Rebates & Tax Credits:					\$ 40,000
<u>Tax Credits*</u>					
Federal Tax Credit (30%):					\$ (12,000)
NYS Tax Credit** (25% capped at \$5k):					\$ (5,000)
Final Customer cost after rebates and tax credits:					\$ 23,000

- *Review and Verification with Tax Accountant is recommended
- **NYS Tax Credit eligibility is limited to taxpayers principal residence only
- Electrical License #: 53041-ME, Home Improvement Licenses #: Suffolk 53125-H, Nassau H2409460000