



# PHOTOVOLTAIC INSTALLATION AGREEMENT FOR “ \_\_\_\_\_ **Residence-**”

Between “ \_\_\_\_\_ ” and “Onsite Energy, Inc.”

**PARTIES:**

Homeowner \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

&

Contractor: Onsite Energy, Inc.  
Address: 296 N. Liberty Dr., Tomkins Cove, NY 10986  
Phone Number: (845) 825-0793  
Email: sales@onsiteenergyusa.com

**RECITALS:** The Contractor is engaged in an independent business and qualified to do business in the State of New York..

**AGREEMENT:** The parties to this Contract agree as follows:

**1. Scope of Work.** The Contractor shall furnish all of the materials, perform all of the solar facility installation work, and provide all documentation as described in Exhibit A – Scope of Work.

**2. Time of Completion.** The work to be performed under this contract shall be commenced on or before [Start Date] \_\_\_\_\_ and shall be completed on or before [end date] \_\_\_\_\_.

**3. The Contract Price.** The “Homeowner” shall pay the Contractor for the materials and labor to be performed under this agreement in an amount not to exceed the sum of:

**Total Contracted Price** \_\_\_\_\_



### The Onsite Guarantee:

- 30 Year Panel Production Guarantee
- 25 Year Module Product Workmanship Warranty
  - 25 Year Inverter Warranty
- 25 Year Limited Workmanship Warranty on Labor
  - American Made Panels

**4. Progress Payments.** Contractor shall invoice for, and Homeowner shall make payments under this contract in accordance with the following schedule:

#### Financed System

- Zero money down upon signing of this agreement
- Eighty percent (80%) of the contract price is due upon substantial commencement of work (day one of installation)
- Twenty percent (20%) of the contract price is due upon completion of the work, including dissemination of appropriate documents, warranties, and approved building/electrical final inspection cards.

Payment Trigger #1 - 80%	_____
Payment Trigger #2 - 20%	_____
Total Contracted Price	_____
NYSERDA Rebate	_____
<b>Total Financed Price</b>	_____
<b>(After NY State Rebates)</b>	

**5. Payment Schedule.** The "Homeowner" shall pay invoices within (14) fourteen days after receipt.

#### 6. Late Charge and Service Charge.

A late charge in the amount of \$150.00 will be charged on all Late Payments under this Agreement. "Late Payments" are defined as any payment not received within 14 days of invoice date. In addition to the late charge, service charges will be charged on any payment not received within 30 days of invoice date at the rate of 1.5 percent per month.



## **7. Approximate Construction Schedule.**

**a. Approximate Start Date:** work should begin, 90 days from execution of this contract.

\*\*subject to Section 9(c) through (e)

**b. Approximate Completion Date:** work should be substantially completed: three weeks after delivery of panels.

**c. Definition Substantial Commencement of Work:** Shall occur when Contractor first supplies materials to the job site, or begins physical installation of the system.

**d. Definition Construction Completion:** When contractor has completed construction phase of project and is prepared for city/county and utility inspection.

**e.** Contractor shall be entitled to an extension of the construction time due to the following: holidays; acts of god; acts of public utilities; governmental bodies, or inspectors; inclement weather; accidents; delay in receipt of solar panels from manufacturer, shortage of labor or materials; additional time required for change orders and additional work; vandalism; Owners failure to provide Contractor with continual uninterrupted access to job site; delays caused by Owner, Owners design professionals, agents, and separate contractors, jurisdictional delays, scheduling conflicts; and other delays unavoidable or beyond the control of the Contractor.

## **8. Owner Acknowledgements**

Regarding Items Excluded from Project Scope. Owner acknowledges and agrees that Contractor's scope of work on this Project does not Include the following works:

**a. Standard Exclusions:**

- I.** Correction of concealed substandard framing.
- II.** Any expenses incurred to correct pre-existing deficient conditions or code Violations.
- III.** Removal and replacement of existing dry rot or insect infestation.
- IV.** Moving any of Owner's property around the site.
- V.** Removal of any Asbestos that Contractor may be exposed to during Construction.
- VI.** Cost to replace or source broken roof tiles (however installation of new replacement tiles is included)
- VII.** Failure of surrounding part of existing structure, despite Contractor's good faith



efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within Pipes.

**VIII.** Owner acknowledges that Contractor is not responsible for pre-existing roof condition and normal wear and tear during installation. Contractor recommends that Owner replace roof that has less than 10-years of expected usable lifetime prior to commencement of project.

**IX.** Risk of loss or theft of solar panels after delivery of solar panels and other construction materials to the Project site.

**b. Project Specific Exclusions. (Unless otherwise noted in Exhibit A):**

**I.** No upgrade of Owner's existing electrical service/panel or building electrical grounding system.

**II.** Any required structural reinforcement of the roof.

**III.** Installation of any smoke detectors, sprinklers, or life safety equipment required by city/county due to this project.

**IV.** Preparation or implementation of a Storm water Pollution and Prevention Plan if required by the city/county.

**9. Owner Responsibilities.** Owner agrees to provide the following:

**a. Access:** Owner to allow Contractor use of Owner's utilities (electric and water) while on job site.

**b. Restroom access:** Employees are permitted to use the homeowners restroom or a porta potty will be provided at homeowners expense of \$150.

**c. Utility Permissions:** Owner is responsible for granting utility any required access to property, meter, and system. Any failure or delay of owner to meet utility access requirements is not the responsibility of the contractor.

**d. Interconnection Responsibilities:** Owner is responsible for making sure property is ready for city/county and utility inspection (includes execution of Interconnection Agreement) within 30 days of Construction Completion.

**e. PREEXISTING CODE VIOLATIONS:** If any pre-existing violations prevent the execution of the interconnection agreement, then Owner agrees to fix it. Such violations within thirty (30) days after receiving notice thereof from Contractor.

**f. Owners Disclosure:** Owner agrees to promptly furnish Contractor with all details and decisions about unspecified construction decisions, and to consent to or deny changes in the scope of work that may arise so as not to delay the progress of the work.



**g. Interconnection to Utility:** Please note the system cannot be turned on until passing utility inspection (see Section 9 below).

**10. Interconnection Agreement and Utility Inspection.** The system to be installed under this Agreement cannot be activated until Owner executes an Interconnection (Net Metering) Agreement with the utility having jurisdiction of the subject property, allowing the system to be legally connected to the utility's grid. In addition, the utility having jurisdiction will likely require an inspection of the system prior to interconnection.

**11. Contractor Termination or Suspension of Work.** Contractor shall have the right to stop all work on the Project and keep the job idle if payments are not made to Contractor strictly in accordance with the Payment Schedule in this Agreement, or if Owner repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, the Contractor shall give Owner written notice of the nature of Owner's material breach of this Agreement and shall also give the Owner a 14-day period in which to cure this breach of contract. Owner to follow this same notice procedure with Contractor if Owner alleges Contractor is in material breach of this Agreement.

**12. Owner Supplied Fixtures and Materials.** Contractor cannot and will not warrant any Owner-supplied materials or owner performed labor (whether new or used). If Owner-supplied fixtures or materials fail due to a defect in the materials or fixtures themselves, Contractor will charge for all labor and materials required to repair or replace both the defective materials or fixtures, and any surrounding work that is damaged by these defective materials or fixtures.

**13. General Provisions.** Any alterations or deviation to the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor costs, will be executed only upon a written order for the same, signed by "Homeowner" and the Contractor. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to the contract price of this contract.

**14. Work Quality.** All work shall be completed in a quality manner and in compliance with all building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.

**15. Work Warranty.** Our American made solar modules (unless agreed upon in this contract or in writing the use of another manufacturer) are covered by **(25) twenty- five year** performance warranties, which protects against component-related failure. Additionally, a **(25) twenty-five year** limited workmanship warranty also protects against labor related defects. Our standard



micro inverters come with a **(25) twenty- five year** warranty and all linear panel production is guaranteed for a length of **(30) thirty years**.

**16. 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.

**17. Change orders.** All change orders shall be in writing and signed by both the "Contractor" and the "Homeowner". Such change orders shall be incorporated in and become a part of the contract. A change order form can be seen in Exhibit B.

**18. 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) with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000; and a 1 million dollar umbrella policy carried as additional coverage above and beyond residential requirements (2) Workers compensation insurance and Disability are held as required by law.

**19. Permits.** Contractor shall at its own expense obtain all permits necessary for the work to be performed.

**20. Site maintenance.** Contractor agrees to remove all debris and leave the premises in clean condition.

**21. Inspections.** Contractor shall provide all necessary inspections for the approval of the project.

**22. 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 Onsite Energy, Inc. includes: any information that has been entrusted to the homeowner by third parties, which the 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 homeowner which the Contractor may acquire in the course of or incident to his employment. This covenant shall survive the termination of this Contract.



**23. Termination of Contract.** The Contract will terminate when tasks are complete and final invoiced payment is received or when the notice of cancellation is signed and delivered within three (3) days of contract execution. If the contract is terminated after 3 days of signing the contract, the homeowner will be invoiced for expenses incurred.

**24. 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 homeowner is deemed or considered to be the employer of Contractor or of Contractor's Personnel.

**25. 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.

**26. 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.

**27. 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.

**28. Entire Agreement and Severability.** The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If any conflict should arise between the plans, specifications, addenda to plans, and this Agreement, then the terms and conditions of this Agreement shall be



controlling and binding upon the parties to this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by the Owner and Contractor.

**29. 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.

**30. HEFPA Rights.** The Client 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.

For consumer complaints that cannot be resolved with the company, you may contact the New York State Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints), Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a -4:00p), or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223

**31. Additional Required Legal Notices.**

**a. Notice to Buyer/Owner:** You are entitled to a completely filled in copy of this agreement, signed by both you and the Contractor, before any work may start.

**b. Right to Require Contractor to Provide Performance and Payment Bond:** Owner has a right to require Contractor to have a performance and payment bond for the project. The cost of the premium for such performance and payment bond would be an extra cost to Owner in addition to the Contract Price. Owner has elected not to request Contractor provide a performance and payment bond.

**c. Three Day Right to Cancel:** The law requires that the Contractor gives you a notice explaining your right to cancel.

**“You, the consumer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.”**



**Notice of cancellation**

Contact sign date \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you, and any negotiable instrument executed by you under the contract or transaction 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.

If you cancel, you must make available to the seller at your residence in substantially as good a condition as when received, any goods delivered to you under this contract or transaction, 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 make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of 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 Onsite Energy, Inc., at 296 N. Liberty Dr., Tomkins Cove, NY 10986 not later than midnight of \_\_\_\_\_ (Date of Transaction)

I hereby cancel this transaction.

(Date)

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_



To Whom it may Concern;

Solar Project Address: \_\_\_\_\_

Agreement Holder Name: \_\_\_\_\_

Utility Bill Holder's Name: \_\_\_\_\_

**I/We authorize Onsite Energy, Inc. Power of Attorney to handle dealings associated with the successful interconnection and permitting of our Solar System. I authorize Onsite Energy, Inc. to apply my/our digital signature(s) to documents pertaining exclusively to utility interconnection, rebate disclosure and permitting documents. I further authorize utilities to release my account information for the prior twelve (12) months, including electrical usage and demand history. Onsite Energy, Inc. agrees to keep this information confidential and use it only for the purposes of designing and installing my photovoltaic system, obtaining rebate funding incentives on my behalf and establishing utility interconnection agreements, required permits, proper metering and approvals.**

1. Signature of Property Owner:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

2. Signature of Utility Bill Holder:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

3. Onsite Energy, Inc. Representative:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **25 Year Installation Workmanship Limited Warranty for Solar Systems**

At Onsite Energy, Inc. we offer a 25-year warranty on the installation services relating to our solar systems. The warranty will begin upon initial delivery of materials to the premises.

Details of the warranties offered on each product which forms an element of your solar system (such as solar panels, inverters and mounting components) will be provided to you. Please ask your sales professional or call Onsite Energy, Inc. @ (845) 893-3758 if you need copies of these Manufacturer's warranty documents.

### **System Warranty**

For the Warranty Term, under normal use and service conditions, the System will be free from defects in workmanship and defects in, or a breakdown of all materials and components of the solar system.

### **Roof Warranty**

Onsite Energy, Inc. hereby warrants that if installing the system requires penetrations to your homes roof during a system installation in which all penetrations shall be watertight and thereby causes damages to areas of the roof that are within a 3-inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from which the warranty begins through the longer of (A) five years following the warranty period start date and (B) the length of any existing installation warranty or new home builder performance standard of your roof up to but not exceeding 10 years. For ballasted systems which do not require roof penetrations, the Warranty covers all areas of the roof directly under the array for the life of the existing roof warranty but no greater than 10 years, and no less than 5 years.

### **Repair Promise**

During the manufacturer's warranty period, Onsite Energy, Inc. will honor the system warranty and will arrange to repair or replace any defective part, material or component including labor under manufacturer's warranty. If Onsite Energy, Inc. or any authorized contractor of Onsite Energy, Inc. damages your property, we will arrange to repair the damage caused to you or pay you for the damage caused.

### **Transferability**

This Warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system is installed.



**Limited Warranty Exclusions:**

Contractor's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

1. Someone other than Onsite Energy, Inc. or an authorized representative installed, constructed, tested, removed, reinstalled, or repaired the system.
2. A power or voltage surge caused by someone other than Contractor, including a supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment.
3. Destruction or damage to the system or its ability to safely produce energy not caused by the Contractor or representative while servicing the system. (e.g. if a tree falls on the system not due to any of the Contractor's negligence)
4. The system is prevented from operating due to local utility or public utilities commission
5. Your failure to perform, or breach of, your obligations under the contract.
6. Any Force Majeure Event or Act of God
7. Theft of system

**(Signatures on next page)**



**SIGNATURES:** The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign:

**“Client”**

**Onsite Energy, Inc.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

License # \_\_\_\_\_



## Exhibit A: Scope of Work

### 1. System Description

- Name - \_\_\_\_\_
- Address - \_\_\_\_\_
- Phone Number - \_\_\_\_\_
- Email - \_\_\_\_\_

### 2. System Size and Major Equipment Details

- System Size (DC kW) - \_\_\_\_\_
- Yearly System Output (kWh) - \_\_\_\_\_ ; Yearly Degradation \_\_\_\_\_

	<u>Components</u>	<u>Price</u>
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- |  |   |       |
|--|---|-------|
| 1. Panels - _____                                | - | _____ |
| Inverter - Enphase IQ7+ microinverter(s) - _____ | - | _____ |
| 2. Racking - _____                               | - | _____ |
| 3. BOS - _____                                   | - | _____ |
| 4. Labor/Overhead - _____                        | - | _____ |

### 3. Scope of Work

- Site analysis
- Shading and Structural Analysis
- Financing
- Design and engineering
- State Rebate Applications
- Utility Applications
- Permitting
- Installation
- Inspections
- Interconnection
- Monitoring
- 25 year module product workmanship warranty
- 25 year labor and workmanship warranty
- 25 year inverter warranty
- 30 year linear panel production warranty



## Exhibit B: Sample Change Order

**CHANGE ORDER No.** \_\_\_\_\_

This Change Order is made as of \_\_\_\_\_, 20\_\_\_\_, between Onsite Energy, Inc. and system Owner.

Project Name: \_\_\_\_\_

System Owner requests and authorizes Onsite Energy, Inc. to make the following changes to the above project:

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TOTAL Price for Extra Work described above is \$ \_\_\_\_\_, which figure may include overhead and profit.

This Change Order will therefore **increase OR reduce** (circle appropriate choice) the Total Contract Price by  
\$ \_\_\_\_\_.

This Change Order will **extend OR decrease** (circle appropriate choice) the anticipated date of completion by  
approximately \_\_\_\_\_ days/weeks.

Payment for this Change Order is due when the work called for in this Change Order is complete.



## Exhibit B: Sample Change Order (continued)

### ACCEPTANCE

This Change Order is not valid until signed by System Owner and Onsite Energy, Inc.. It may be signed in duplicate counterparts.

Signature indicates agreement herewith, including any adjustment in the Contract Price and Completion Date.

"System Owner"

"Contractor"

Project Name

Onsite Energy, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_