

Roofing and Solar Installation Agreement

This Roofing and Solar Installation Agreement (the “Agreement”) is made by and between GAF Energy LLC located at 5981 Optical Court, San Jose, CA 95138 (“GAF”) and [REDACTED] (the “Customer”) located at [REDACTED] and is dated as of [REDACTED], 2022 (the “Effective Date”).

1. Roofing and Solar System Installation.

(a) This Agreement sets forth the terms and conditions applicable to the installation of a roofing materials (the “Roofing Materials”) and solar system (the “Solar System”) set forth in the scope of work attached hereto as **Exhibit A** (such installation services of the Roofing Materials and Solar System, the “Work”). GAF confirms the Work will be performed in accordance with the plans and the plan specifications (if any) (the “Plans”) provided that in the event of a conflict between the Plans and this Agreement, the terms of this Agreement shall govern. All required building permits necessary to complete the Work will be paid for and obtained by GAF. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Customer.

(b) Unless specifically stated on **Exhibit A**, no repairs to roof deck, furnishing and application of sheet metal work or roof drains, repairs or alterations to the building, or other items not stated on **Exhibit A** or elsewhere in this Agreement are not included. This Agreement specifically excludes any additional work that is not explicitly stated on **Exhibit A**.

(c) Expected Solar System Production. Set forth on **Exhibit A** is the Solar System Performance Table referenced in the Limited Warranty (as defined). GAF estimates that on each five (5) year anniversary (each an “Evaluation Date”) of the date the utility first grants permission to operate the Solar System (the “Initial Production Date”) the Solar System will have produced the Expected Cumulative Production (as defined herein) shown on the Solar System Performance Table below. **GAF makes no representation or warranty that the Solar System will actually production the Expected Cumulative Production.** GAF’s obligations with respect to the Warranted Cumulative Production are set forth in the Limited Warranty, and nothing included herein shall modify or expand the obligations of GAF in the Limited Warranty. If at any time GAF is unable to monitor the Solar System remotely for any period, Actual Cumulative Production during such period will be estimated by GAF. Additionally, Actual Cumulative Production will be adjusted to include electricity that GAF estimates would have been produced during any period of time when the Solar System is shut down or producing less power due to a transmission grid failure, at Customer’s request, or Customer’s failure to perform any of its obligations under the Agreement and/or the Limited Warranty.

“Expected Cumulative Production” as of each Evaluation Date means the cumulative quantity of electricity (in kWh), including degradation, estimated to be produced by the Solar System from the Initial Production Date.

“Warranted Cumulative Production” means, as of each Evaluation Date, the cumulative quantity of electricity (in kWh), including degradation, which, subject to the terms of the Limited Warranty, is warranted to be produced by the Solar System from the Initial Production Date, as measured by GAF through the installed inverters’ remote monitoring of the Solar System.

“Actual Cumulative Production” means, as of each Evaluation Date, the cumulative quantity of electricity (in kWh), including degradation, actually produced by the Solar System from the Initial Production Date, as measured by GAF through the installed inverters’ remote monitoring of the Solar System.

2. Payment.

(a) In consideration for the performance of the Work, Customer will pay GAF the fees as set forth on **Exhibit B** to this Agreement (the "Fee Schedule"). The Fee Schedule is subject to any change orders for Extra Work (as defined herein) agreed to in writing by GAF and Customer. The Fee Schedule specifically describes each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment for which the Customer is responsible.

(b) Customer agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Customer default in payment in accordance with this Agreement. Overdue accounts are subject to interest charged at the maximum rate permitted by law.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, GAF'S LIABILITY FOR THE WORK, THE SOLAR SYSTEM AND THE ROOFING MATERIALS IS WARRANTED SOLELY TO THE EXTENT INCLUDED IN THE LIMITED WARRANTY SUBSTANTIALLY IN THE FORM ATTACHED AS **EXHIBIT C** (THE "LIMITED WARRANTY"). GAF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR SYSTEM, THE ROOFING MATERIALS OR THE WORK, AND GAF EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, CONDITION, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE SOLAR SYSTEM, THE ROOFING MATERIALS OR THE WORK. THE WARRANTIES SET FORTH IN THE LIMITED WARRANTY SHALL NOT BE EFFECTIVE UNTIL ISSUANCE OF THE LIMITED WARRANTY. GAF AND ITS SUBCONTRACTOR'S MAXIMUM LIABILITY FOR CLAIMS MADE OUTSIDE THE LIMITED WARRANTY IS LIMITED TO THE COMPENSATION PAID TO GAF UNDER THE FEE SCHEDULE.

(d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER GAF NOR ITS SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE WORK, THE ROOFING MATERIALS OR THE SOLAR SYSTEM EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL GAF'S LIABILITY EXCEED THE AMOUNT PAID TO IT FOR PERFORMANCE OF THE WORK.

(e) ALL PAYMENTS BY CUSTOMER SHALL BE MADE BY ACH OR CHECK OR, IN THE SOLE DISCRETION OF GAF, VIA CREDIT CARD.

(f) GAF MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER WILL QUALIFY FOR ANY FEDERAL OR STATE TAX CREDITS. Customer is advised to consult legal and accounting professionals with regards to the Federal Renewal Energy Tax Credit, the rebates or incentives offered by utilities operating in New York and any other federal or state tax credits, grants or other incentives that may apply. GAF is not responsible for any changes to any of the foregoing.

3. Use of Subcontractors: Customer acknowledges that GAF may utilize subcontractors, in its sole and absolute discretion, in the performance of the Work, and that the payments for said subcontractors are entirely the responsibility of GAF.

4. Nature of Work: GAF shall furnish the labor, services and materials to perform the Work. GAF is not

responsible for structural integrity and design of the roof structure. Except for the Work expressly contemplated on **Exhibit A**, GAF is not responsible for compliance with codes. If Plans have been prepared by Customer and furnished to GAF, Customer warrants that they are sufficient and conform to all applicable laws and building codes. GAF is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage directly results from a deviation by GAF from said Plans. Customer warrants all structures to be in sound condition capable of withstanding normal roofing and solar construction equipment and operations. GAF is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

5. Site Conditions:

(a) **Change to Conditions.** GAF shall not be responsible for additional costs or expenses due to the existence of utilities, wet insulation, deteriorated deck/roof or other subsurface, latent or unknown conditions that are not expressly disclosed in writing to GAF. The raising, disconnection or connection of any mechanical equipment on the roof that may be necessary for GAF to perform the Work (except as contemplated on **Exhibit A**) shall be performed by others or treated as an extra. The contract price quoted is to perform the Work under existing conditions only. In the event that drainage, sloping or structural changes including a/c earthquake bracing becomes necessary, all such changes will be in addition to the contract price.

(b) **Electrical Conduit:** GAF's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified in **Exhibit A** of Agreement. Customer will indemnify GAF from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to GAF's personnel and subcontractors, and shall compensate GAF for additional time, labor and expense resulting from the presence of such materials.

(c) **Asbestos/Lead:** GAF's scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos, lead or similar hazardous substances. If GAF encounters any such products or materials in the course of performing its work and GAF determines that such materials present a hazard to its employees, GAF shall have the right to discontinue and/or suspend its work and remove its employees and subcontractors from the job-site until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed. GAF shall receive an extension of time to complete its work hereunder and compensation for removal costs and delays encountered as a result of such situation and correction.

(d) **Mold:** GAF is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Customer shall hold harmless and indemnify GAF from claims due to poor indoor air quality and resulting from a failure by Customer to maintain the interior of the building in a manner to avoid growth of mold.

(e) **Concealed Damage & Dry Rot:** GAF will inform Customer of any dry rot or other sub-roof deterioration which is concealed and GAF actually discovers during the course of the work. GAF is not responsible to repair any such discovered deterioration and any work done by GAF to remedy such discovered deterioration will only be done as extra work in a written addendum.

(f) **Termites, Pests & Hazardous Substances:** Customer understands that GAF is not qualified or licensed as an inspector or abatement contractor for hazardous materials (as defined by applicable law), or for pests (including termites). Should any such hazardous substances or pest be suspected to be present on the premises, it is the Customers' responsibility to arrange and pay for inspection and abatement. GAF cannot certify or warrant your building as being free

of hazardous substances or pests.

6. Additional Work. Should Customer, Customer's construction lender, or any government body or inspector require any modification to the work covered under this Agreement, any cost incurred by GAF shall be added to the contract price as extra work ("Extra Work"). Such Extra Work shall be described in a written change order. Extra Work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have the schedule of progress payments and completion date.

7. Customer's Responsibility: Insurance etc. Customer is responsible for the following: (1) to see that all necessary water, electrical power, access to premises are available for GAF's use, (2) to provide GAF a storage area on the premises for GAF's equipment and materials; Customer acknowledges the materials for performance of the work (e.g. solar panels, shingles, etc.) may arrive to Customer's home up to 3 days prior to the start of the Work and that GAF is not responsible for damage which occurs to any such materials after delivery, (3) to relocate and protect any item that prevents GAF from having free access to the work areas such as but not limited to TV or radio antennas or satellite dishes, vehicles, tools or garden equipment; provided that in the event that Customer fails to relocate such items, GAF may relocate these items as required but in no way is GAF responsible for damage to these items during the performance of the work, (4) if necessary, to obtain permission from the Customer(s) of adjacent property(ies) that GAF must use to gain access to the work areas; provided that Customer agrees to be responsible and to hold GAF harmless and accept any risks resulting from the use of adjacent property(ies) by GAF, (5) to correct any existing defects to Customer's property which are recognized during the course of GAF's performance of the work; provided that GAF shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations, and (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this Agreement. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by GAF in reroofing or restoring the project shall be paid for by Customer as extra work. Customer hereby grants GAF and its employees, agents and contactors the right to reasonably access all of the premises as necessary for the purposes of performing the Work. In the event Customer authorizes GAF's access to the premises through adjacent properties to complete the Work, Customer is required to obtain written permission from the owner(s) of the adjacent properties for such use and agrees to hold GAF harmless for any liabilities which may arise as a result of Customer's failure to do so.

8. Interior Protection: Customer acknowledges that re-roofing an existing building and the work of GAF may cause disturbance, dust or debris to fall into the interior causing damage and possibly, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. GAF shall not be responsible for disturbances, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold GAF harmless from claims of tenants who were not so notified and did not provide protection. In occupied buildings, there is a chance the roofing work may cause dust and/or debris to fall into interior space during the roofing process. In some instances, existing insulation under the roof deck or ceiling tiles may become loosened or detached during the roofing process. Reattachment and/or replacement of insulation or ceiling tiles are specifically excluded. Responsibility for clean-up of

any dust and/or debris is specifically excluded. We advise precautions be taken by Customer and/or tenant to protect the interior space and interior fixtures, equipment, etc. that may be subject to damage during the roofing process.

9. Force Majeure; Delays by Customer. (a) GAF shall not be held responsible for any damage occasioned by delays resulting from: work done by Customer's contractors, subcontractors, extra work, acts or omissions of Customer or Customer's agent including failure of Customer to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, earthquake, mudslide, other natural disasters, strike, pandemics, epidemics, war, governmental regulations, or any other contingencies unforeseen by GAF or beyond GAF's reasonable control.

(b) If Customer requests to put the project on hold and there is a substantial increase or escalation in these or other products between the date of this Agreement and the time when the work is to be performed, the amount of this Agreement may be increased to reflect the additional cost to GAF for labor, materials, and/or services, upon submittal of written documentation and advance notice to Customer. This price assumes acceptance of the specification by the applicable local Building Department. If for any reason the work is not approved, a new proposal will be submitted for your acceptance.

10. Surplus Materials and Salvage: Any surplus materials left over after this Agreement has been completed are the property of GAF and will be removed by GAF. No credit is due Customer on returns for any surplus materials because this Agreement is based upon a complete job. All salvage resulting from work under this Agreement is the property of GAF.

11. Cleanup & Advertising: Upon completion, and after removing all debris and surplus materials, wherever possible, GAF will cause the premises to be left in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceilings or no attic, is unavoidable and GAF shall not be responsible for this cleanup. GAF recommends that Customer lay out drop cloths to protect such areas wherever Customer discovers debris infiltration. Customer hereby grants to GAF and its subcontractors the right to display signs and advertise at the jobsite for the period of time starting at the date of signing of this Agreement and continuing uninterrupted until fourteen (14) days past the date the job is completed. Customer grants GAF and its subcontractors the right to publish the project street address on a "references" list which may be given to prospective Customers.

12. Right to Stop Work and to Withhold Payment on Labor and Materials: If any payment is not made to GAF as per this Agreement, GAF shall have the right to stop or suspend work and keep the job idle until all past due progress payments are received. GAF shall be excused by Customer from paying any material, equipment and/or labor suppliers or any subcontractors (collectively, "Third Party Suppliers"), during the period that Customer is in arrears in making payments to GAF for bills received during that same period.

13. Dispute Resolution. Any disputes or claims that arises out of or that relates to any matter regarding this Agreement ("Claims") shall be resolved by binding arbitration. The Claims shall be governed by the Laws of the State of New York without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Federal Arbitration Act"), shall apply to the construction, interpretation, and enforcement of this Dispute Resolution section, as well as to the confirmation of or appeal from any arbitration award. Arbitration proceedings will be determined in accordance with the Federal Arbitration Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association Construction Industry or any successor thereof ("AAA") (or any successor rules for arbitration of

financial services disputes), and the terms of this Dispute Resolution section. In the event of any inconsistency, the terms of this Dispute Resolution section shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by Law, at a location selected by GAF, in its sole and absolute discretion.

14. Miscellaneous. This Agreement together with all exhibits constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of the Agreement. In the event of a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall govern. Any modification to this Agreement shall not be effective unless contained in writing signed by both parties. No waiver by a party shall be effective unless in writing and signed by the party against whom enforcement of such waiver is sought. If any provision of the Agreement is held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Agreement. Customer may not assign or transfer this Agreement, or delegate any of its rights or obligations hereunder or thereunder, without GAF's prior written consent. Any and all obligations of the parties under this Agreement which by their nature would continue beyond the termination or expiration thereof will survive termination or expiration thereof. The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

15. New York Lien Law Disclosure. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his or her rights to discharge a mechanic's lien.

Signature: _____
Name: _____
Date: _____

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**Authorized Agent of
GAF Energy LLC**

By: _____

Name: _____

Customer:

Signature: _____

Name: _____

BUYER'S RIGHT TO CANCEL

You have a Three-Day Right to Cancel the attached contract.

This is a home solicitation sale by GAF Energy, and if you do not want the goods or services, you may **cancel** this agreement by providing written notice to the seller in person, by email or by mail **no later than midnight of the third business day** after the day on which you have signed this agreement. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you **cancel** this agreement, the seller may not keep all or part of any cash down payment.

Include your name, your address, and the date you signed a copy of the contract and this notice.

The notice of cancellation submitted pursuant to the above may be sent to:

GAF Energy LLC
Attention: Operations Manager
5981 Optical Court
San Jose, CA 95138
Phone: 973-628-3411
Email: customerservice@gaf.energy

The foregoing shall not apply if the owner has initiated contact and the home improvement is needed to meet a bona fide emergency of the homeowner. In such case, by checking below, the homeowner confirms:

☐ The homeowner has provided to GAF Energy a separate dated and signed personal statement in the homeowner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within 3 business days.

****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>.****

EXHIBIT A

Scope of Work

(Description of the Project and Description of Significant Materials to be used and Equipment to be Installed)

Project Information

Homeowner Name: _____

Project Address: _____

Utility Name: _____

Phone Number: _____

Email Address: _____

Salesperson Name: _____

GAF State Contractor License No: _____

Project Summary

Roofing System Size (# Squares): _____

Solar System Size (kW): _____

Total Project Price (\$): _____

Solar System Performance Table

Evaluation Date	Expected Cumulative Production (kWhs)	Warranted Cumulative Production (kWhs)
5 Years From Initial Production Date		
10 Years From Initial Production Date		
15 Years From Initial Production Date		
20 Years From Initial Production Date		
25 Years From Initial Production Date		

Installation Timeline

GAF Energy will install the system, as described in the following sections of this Exhibit, within a reasonable amount of time after GAF Energy signs this Agreement, expected to be no later than six (6) months from the date of the Agreement subject to unforeseen delays. GAF Energy will schedule the installation of your system at a mutually convenient date and time.

- Estimated Start Date: 30-45 days from the Agreement Date
- Estimated Completion Date: 45-90 days from the Agreement Date

The above installation timeline is an estimate only and may be adjusted as provided in this Agreement, including for delays due to late payments or unforeseen conditions, or those delays caused by others. GAF Energy will be deemed to have substantially commenced work under this Agreement on the date that an engineering site audit (Confirming Site Survey) has

been completed for the Project.

Roofing Materials Scope of Work

1. Protect surroundings from falling debris using items such as tarps and/or plywood as required
2. Remove and dispose of one layer of existing asphalt shingles. Extra roofing layers to remove will require additional charge due via change order
3. Inspect roof deck for damage and/or dryrot. Damaged deck and/or insufficient ventilation will require additional charge due via change order
4. Install GAF-approved roof underlayment as required for roof deck protection / moisture barrier:

5. Install GAF-approved roof underlayment as required for leak barriers around valleys and other flashings areas as required, such as skylights, dormers, vent pipes, and chimneys:

6. Install GAF-approved starter strips: _____
7. Install GAF-approved attic ventilation solution as required:

8. Install GAF-approved roofing shingles: _____
9. Install GAF-approved ridge cap shingles: _____
10. Install painted metal drip edge at eaves and rake
11. Replace and install new deck level flashings around plumbing and heat exhaust vents
12. Clear all debris generated by installation
13. Price includes all related permitting and inspection fees

Solar Materials Scope of Work

1. Install GAF-approved water proofing underlayment and Class A fire rating membrane on areas where modules will be installed.
2. Install ____ DecoTech solar modules and associated module components (including but not limited to grounding components, optimizers and connectors)
3. Connect modules through system to junction box
4. Install junction box(es) and connection(s) between arrays as required
5. Install system flashing components
6. Install all equipment and conductors from the rooftop junction box to the utility point connection according to the permitted drawing set.
 - a. Install inverter
 - b. Install wire and conduit from rooftop junction box to inverter
 - c. Install wire, conduit and equipment required per permitted drawing or utility from inverter to point of connection
7. Install new solar breaker at point of connection
8. Verify system performance and functionality at points of connection
9. Install monitoring system hardware.
10. Commission installed system
11. Price includes all related permitting, inspection, and utility/interconnection paperwork fees

Options

Option #1

Description: _____

Price: _____

Option #2

Description: _____

Price: _____

Option #3

Description: _____

Price: _____

Option #4

Description: _____

Price: _____

Option #5

Description: _____

Price: _____

Project Notes

[illegible]

Form of Change Order

Date: _____

To: _____

From: _____

Description & Price:

This Change Order modifies the Roofing and Solar Installation Agreement between GAF Energy LLC ("GAF Energy") and [_____] ("Customer"). Payment for this change order is due upon completion of the work set forth in this Change Order.

If this change order meets your approval, please sign where noted below and return a copy to GAF Energy to serve as authorization of the above.

Both parties agree that this change order amends the Agreement between Customer and GAF Energy. No other terms or conditions of the Agreement shall be negated or changed as a result of this Change Order.

**Authorized Agent of
GAF Energy LLC**

By: _____

Name: _____

Customer:

Signature: _____

Name: _____

Exhibit B

Fees and Payment Schedule
(Schedule of Progress Payments)

The schedule of progress payments must specifically describe each phase or work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

All payments shall be made by Customer via ACH or check or, in the sole discretion of GAF, by credit card.

Payment	Timing	Notes	Amount
Initial Down Payment	Due at Signing of This Agreement	Substantial commencement of the Work may not begin until GAF Energy receives the Initial Down Payment	\$1,000
Progress Payment 1	Due at Delivery of Materials	This payment includes all work required to design and permit the system. Construction and installation may not begin until GAF Energy receives Progress Payment 1	60% of (Total Payment minus Initial Down Payment):
Progress Payment 2	Due at Passed Inspection	This payment includes all work required to install the roofing and solar system and schedule and pass inspections required by City/County/Other Authority Having Jurisdictions. Submittals for utility interconnection and permission to operate will not be processed until GAF Energy receives Progress Payment 2	30% of (Total Payment minus Initial Down Payment):
Final Payment	Due at time utility grants Permission to Operate (PTO)	This payment includes all work required to achieve PTO with utility	10% of (Total Payment minus Initial Down Payment):
TOTAL PAYMENT			

Change Orders (if required, agreed upon, and fully executed per Exhibit A guidelines):

Payment	Timing	Notes	Amount
Change Order Payment (only if required)	Due at completion of installation work	This payment includes all work as described in fully executed Change Order (per guidelines in Exhibit A).	As shown in fully executed Change Order (per guidelines in Exhibit A).

Exhibit C

Limited Warranty