



RENEW USA LLC

Sales Contract

565 Fire island ave S., NY 11702
 (631) 500-5115 Info@RenewUSA.com

This contract is made **{{Start date}}** 2024 by and between Renew USA, hereinafter called "Contractor", and **{{First Name}} {{Last Name}}**, hereinafter called "System Owner". The Contractor agrees to sell and the System owner agrees to purchase a Grid-tied Photovoltaic Generating System, herein called the "System". The Contractor and System Owner for the considerations named agree as follows:

1. System Description:

The Contractor will furnish all of the materials and perform all of the installation work for the system as described below:

| | | | |
|----------------------------|--|----------------------------------|--|
| (kW) DC Rated Power at STC | {{System size}} | Inverter(s) | {{# of inverters}} {{Inverter}} {{Inv model}} |
| Photovoltaic Modules | {{# of mods}} {{Module model}} | Location of the inverter(s) | At array |
| Location of modules | 87' @ 180 degrees true from tree to west corner of array, | Location of DC Disconnect | At array |
| Array 1 | 8 columns, 6 rows in landscape. 25 degree pitch, Azimuth 180. | Location of PV system disconnect | Next to utility meter |

Additional provisions: **_{{# of inverters}} {{Inverter}} {{Inv model}}** warranty extension to **20** years__

The System will be located & installed at: **_{{Site Address}} {{Town}}, {{State}} {{Zip}}_**

The System Owner's mailing address: **_{{Site Address}} {{Town}}, {{State}} {{Zip}}_**

The System Owner agrees to locations of equipment, appearance, and mountings as described above. The System Owner also agrees that any changes to the System will require a change-order signed by the System owner and contractor and may increase the System price. The System Owner understands that

the System is a Grid-tied Photovoltaic Generating system that is required by state and utility company regulations to shut down and disconnect in the event of a utility electric grid failure, and will not supply back-up power during grid failures.

2. Installation schedule:

Constraints to the Contractor’s obligation to install the System are, (i) obtain a building permit issued from the local authorities, and (ii) obtaining utility approval to interconnect the System. (iii) NYSERDA approval. The Contractor shall be responsible for applying for the building permit and the system Owner agrees to cooperate as reasonably necessary with the Contractor in applying for the permit. Installation work will commence around __{{Start date}}__ and will be complete __{{End Date}}__.

3. Contract Price and Schedule of Payments:

| | | |
|---|--|---|
| Labor | | <u>__{{Labor}}__</u> |
| Inverter(s) | | <u>__{{Inverter cost}}__</u> |
| Purchased services, overhead | | <u>__{{Purchased services, overhead}}__</u> |
| <u>__{{Mounting}} racking racking__</u> | | <u>__{{Ground}}__</u> |
| Balance of System Materials | | <u>__{{Balance of system materials}}__</u> |
| Modules | | <u>__{{Modules}}__</u> |
| Total System Cost | | <u>__{{Total system price}}__</u> |
| NYSERDA Incentive | | <u>-__{{Nyserda}}__</u> |
| Contract Price | | <u>__{{Contract price}}__</u> |

The System Owner is responsible for payment of the Total Contract Price, pursuant to the following payment schedule:

| | | | |
|----------------|--|---------------------|-------------------------------|
| Deposit | <u>Non-refundable engineering fee</u> | <u>__{{Paid}}__</u> | <u>__{{Deposit}}__</u> |
| First payment | <u>Due upon building permit issued & major parts delivered to site</u> | | <u>__{{First Payment}}__</u> |
| Second Payment | <u>Due upon <u>__{{Mounting}} racking installed</u></u> | | <u>__{{Second Payment}}__</u> |
| Final payment | <u>Due upon utility Net Meter install</u> | | <u>__{{Final Payment}}__</u> |

If the Total System Contract Price is not paid in full upon completion of the installation and passing a 3rd party electrical inspection, the Contractor reserves the right to lock the System in an turned-off, non-functioning position, and to pursue such other remedies available in law or equity.

4. Tax Credits:

The System Owner may be eligible for a Federal Tax Credit of up to __{{Fed tax credit}}__ and a __{{NYS tax credit}}__ New York State tax credit. The System Owner will be solely responsible for applying for these credits and meeting any terms and conditions required by the IRS. The System Owner should consult a tax professional to determine the applicability of tax credits based on the System Owner’s financial situation.

6. Warranties

The solar modules will have a 25 year warranty from their manufacturer. The inverter(s) warranty will have a {{Inverter warranty}} year warranty. Contractor will provide a 5 year workmanship warranty on all materials installed. 25 year racking guarantee. System owners must notify the Contractor of defects within the first 5 days of knowledge of the defect. The System Owner shall give the Contractor the first opportunity to make any warranty repairs within a reasonable period of time.

7. Insurance

The contractor has in place general liability insurance.

8. General terms and Conditions

- (a) To the extent required by law, all work shall be performed by individuals authorized to perform the work and in compliance with the National Electric Code in effect at the time of installation in New York.
- (b) The Contractor may, at its discretion, engage subcontractors to perform some of the Contractor's work. The Contractor will pay those subcontractors and remain responsible for the proper completion of this Contract.
- (c) Change orders will be in writing and accepted by both parties, and shall be incorporated in and become a part of this contract.
- (d) The Contractor will arrange and pay the fee for the 3rd party electrical inspection.
- (e) The Contractor will apply and pay the fee for the standard building permit. Any additional permits, zoning variances, environmental studies will be the responsibility of the System Owner to pay.
- (f) The Contractor will initiate the operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation. The System Owner will be required to enter into a metering agreement with the local electric utility and the Contractor will assist the System Owner in doing so.
- (g) After the installation is complete, all debris accumulated by the installation will be removed.
- (h) The Systems' performance shall be defined as "normal" while operating between 90%-110% of estimated, when all DC optimizers and the inverter are operating, and while factoring in the modules' annual degradation rate. Factors beyond the control of the Contractor are, increased tree shading and accelerated module degradation. Contractor will perform a site visit to verify if the System is in good working order, and take shading measurements should the System fail to produce up to 90% of estimated energy production while DC optimizers and inverters are operating correctly. System output measurements should be taken after 12 months of operation.
- (i) 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, 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.
- (j) You have the right to cancel within 3 days of signing this contract.
- (k) The Agreement is the entire agreement between the System Owner and the Contractor and supersedes all other oral or written communications and representations.

System Owner(s) signature

Renew USA LLC Signature

Date

Date

Module layout:



System Owner(s) signature

Date



RENEW USA LLC

565 Fire Island Ave S. Babylon NY. 11702 | Renewsolarservice.com | (631) 500-5115

| Generation System Disclosure Form | |
|--|---|
| Customer Information Distribution Utility | <p>{{First Name}} {{Last Name}}, {{Site Address}} {{Town}}, {{State}} {{Zip}}. {{Email}}</p> <p>Your electric utility is {{Utility provider}}.</p> |
| Overview | <p>This document describes your solar sales contract. In the event that the terms in this statement conflict with the terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>Under the terms of your sales contract, you will be purchasing a solar electric system which will be installed on your roof. You will own this system.</p> |
| Price, Fees, and Charges | <p>Section 3 of your Sales Contract details the payment schedule, incentives, and pricing. A deposit of {{Deposit}} to conduct an engineering study has been received and credited towards the total system cost Renew USA will apply for and receive the NYSERDA incentive of {{Nyserda}} outlined in section 3 of the Sales Contract. The funds will be used to reduce the Total System Cost. Upon Renew USA receiving the NYSERDA incentive funds, you will be responsible for paying the remaining balance which is the Contract Price of {{Contract price}}. Depending on your NYS tax liability, you may be eligible for a New York State Income Tax Credit and a Federal Income Tax Credit. Please consult your tax advisor to determine if you may utilize these tax incentives. The NYS Income Tax Credit for your system is {{NYS tax credit}} which is 25% of the contract price. The cap is \$5,000.00. Your Federal Income Tax Credit is {{Fed tax credit}} which is equal to 30% of the Contract Price. You are responsible for applying for these two tax credits. The tax credit funds are credited to you, from NYS and Fed governments.</p> |
| Installation | <p>The {{Mounting}} mounted solar system will be installed in the location agreed upon in section 1 of the Sales Contract. The estimated installation is to start and finish between {{Start date}} and {{End Date}}, 2024. As section 2 of your Sales Contract describes, these dates may change. Upon completion, Renew USA is responsible for obtaining final interconnection permissions from the utility.</p> |
| System Size and Generation | <p>Your system includes {{# of mods}} {{Module model}} watt modules ({{System size}} kW), estimated to produce {{Production kWhs}} kilowatt-hours of electricity per year. The modules are warranted by the manufacturer to produce 82.6% of nominal power at the end of the 30th year. The system life span is a minimum of 25 years. Your {{# of inverters}} {{Inverter}} {{Inv model}} solar inverters are warranted for {{Inverter warranty}} years.</p> |
| Maintenance and Repairs | <p>Renew USA will resolve, at no additional cost, system issues that occur within 5 years of turning the system on due to improper workmanship and installation practices. Wiring, racking equipment boxes, conduit, are covered under this 5 year term.</p> <p>If any issues arise from manufacturing defects on any of the system components used in the system such as modules, inverters, racking and electrical boxes, Renew USA's obligation may be limited to removing the defective parts. If Renew USA is not responsible for the defective parts, you, the system owner, may be required to cover the actual replacement costs if the manufacturer doesn't honor their warranty.</p> |

| | |
|---|--|
| Roof Warranty | If applicable: The roof warranty provided by Renew USA is as follows: All roof attachments will be properly installed per the manufacturers recommendations and will be rain-tight. All roof attachments and penetrations will be watertight for a period of 5 years and free from leaks within a 4" radius around the penetration. Exclusions include roof attachments installed in an area of the roof subject to ice damming. Solar will not help resolve existing ice damming issues. These penetrations will not be covered under this Roof Warranty. |
| Length of Agreement and End of Contract Term | Upon completion of the installation and the system is paid in full, and all approvals have been received by all governing agencies, you will own the solar system being installed. The end of the contract term terminates 5 years after the date the system is commissioned. |
| Early Termination and Selling Your Property | If, at any time prior to or during the installation, circumstances change, you or Renew USA may cancel the Sales Contract. If applicable, a refund may be paid but less than the actual costs incurred. The {{Deposit}} Engineering Deposit is not refundable. If the property is sold, the solar system will be transferred to the new owner(s) automatically. Renew USA only asks to have the new owner's contact info so we may service the system if needed. All warranties will transfer to the new owner(s). No transfer papers are needed to be signed to sell the property with solar on it. The system may be uninstalled and reinstalled but shall not leave New York State prior to operating less than 5 years. |
| Estimated Benefits | Your solar system will generate on average {{Production kWhs}} kWhs annually. The electricity will be net metered through a new Net Meter which will be installed by the utility. The system output will directly reduce the kWhs you are consuming from the utility. Each kWh produced will reduce both the supply and delivery charges you incur on your utility bill. The monthly {{Basic service charge}} basic service charge and the SBC charge equal to {{SBC charge}} are charges the solar production can not get rid of. |
| Guarantees | This contract does not guarantee a minimum level of system performance or production of energy. This contract does not guarantee saving. |
| Data Sharing and Privacy Policy | Renew USA will not request any data from the electric utility. All utility information will be sent from you, to Renew USA to complete necessary paperwork. Renew USA may take photos on site during, before, and after the installation. Photos may be used for marketing, posted on the company website, and shared with NYSEERDA. System owner agrees that participation in any website or publication made by Renew USA bestows no rights of ownership. |
| Right to Cancel Without Penalty | You have the right to terminate the contract without penalty within three business days after signing the contract by notifying the Provider at (631) 500-5115, Info@Renewusa.com. |
| Customer Rights | 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 . |
| Other Important Terms | If the agreed upon Contract Price detailed in section 3 of the contract is not paid in-full, Renew USA will place a lien on the property until the amount due is paid. |
| Preparer Name | Ian Weygand |

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

Authority to Act as an Agent (building permit)

From:

{{First Name}} {{Last Name}}

{{Site Address}}

{{Town}}, {{State}} {{Zip}}

Date: {{Date}}

To whom it may concern,

{{First Name}} {{Last Name}} hereby authorizes Renew USA LLC to act as our agent and submit a building permit application in regards to the solar PV installation. In this regard Renew USA LLC may act on our behalf by submitting a building permit.

{{First Name}} {{Last Name}}

Property Owner

Authority to Act as an Agent

To : {{Utility provider}}

Acct Number: {{Account Number}}

From:

{{First Name}} {{Last Name}}

{{Site Address}}

{{Town}}, {{State}} {{Zip}}

Date: {{Date}}

To whom it may concern,

I, {{First Name}} {{Last Name}}, hereby authorizes Renew USA LLC to act as our agent in regards to the solar PV installation to be installed on my property. In this regard Renew USA LLC may act on our behalf with matters pertaining to the interconnection of distributed generation with {{Utility provider}}, including signing all documents.

{{First Name}} {{Last Name}}

Property Owner

ADDENDUM TO CUSTOMER AGREEMENT NY-Sun Incentive Program



Please check appropriate box below.

_____ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program

_____ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the PV System, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage system, during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Customer Agreement: If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup

power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage system.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers may consult with their local utility regarding eligibility for net metering and applicable monthly Customer Benefit Contribution Charge for on-site renewable energy projects installed after January 1, 2022.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: www.ag.ny.gov

The NYS Consumer Protection Board offers additional information with the following publications: www.dos.ny.gov/consumerprotection/publications.html

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

Communication with Customer: Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System and if applicable, a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does

not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

Quality Solar Installer (QSI) Designation: NYSERDA's Quality Solar Installer designation is solely based on field inspected projects during the previous calendar year and the Gold Status is based on the Quality Solar Installer designation for previous three years. The Quality Solar Installer Designation and the Gold Status should not be construed as NYSERDA's endorsement, guarantee, or warranty of any particular manufacturer, product, the Builder, or the Contractor. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Builder, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered by participating contractor or builder.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system, including if applicable, any energy storage system, in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA may review the design of the PV System, including if applicable, any energy storage system, considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: The Contractor shall offer a full, transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10- year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Production Warranty for PPA/Leases: The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the

PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will the Customer be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the Customer sell the property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial & Industrial Program:

Commercial & Industrial Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order to calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive.

PV System Completion/Commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

System Losses: All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

PV system completion/commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 365 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will

be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Residential Clipboard Energy Efficiency Assessment: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home owners to determine energy-use habits, and identify energy-saving opportunities, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

Nonresidential Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order to calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive .

Affordable Solar Incentive – Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of \$6,000.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html> This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project, and if applicable, the energy storage system, that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

ADDENDUM TO CUSTOMER AGREEMENT
NY-Sun Incentive Program



Print Customer Name __{{First Name}} {{Last Name}}_____

Customer Signature_____ **Date**

Contractor Company Name __Renew USA LLC.

Contractor Name (Print) Jan Weygand

Contractor Signature_____ **Date**