



Discover Green Renewable Energy
1120 Old Country Rd Suite 305
Plainview NY 11803
Phone: 718-500-4782
Email: info@discovergreenre.com
www.Discovergreenre.com

PHOTOVOLTAIC INSTALLATION AGREEMENT

BETWEEN:

Mr./Mrs. _____ ("Homeowner") and Discover Green ("Contractor")

PARTIES:

Homeowner Name: _____

*as appears on utility bill

Site Address:

Phone Number: _____

Email: _____

AND

Discover Green Renewable Energy

1120 Old Country Rd Suite 305

Plainview NY 11803



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RECITALS:

The Contractor is engaged in an independent business, is licensed and qualified to do business in the State of New York and will comply with all local, state and federal laws regarding taxes and licenses. The Contractor is engaged in the same business for other clients, and Homeowner is not the only customer of Contractor.

AGREEMENT:

The parties to this Contract agree as follows:

1. Scope of Work.

The project scope includes the installation of a ____kW-DC rated _____mounted solar photovoltaic system at the property located at address listed above. Detail scope of work is attached at the end of this document. Photovoltaic system shall consist of:

Solar Panel Quantity_____and Model_____

Inverter Quantity_____and Model_____



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System shall be supported by Ironridge or equivalent Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.). All equipment will be installed as required by applicable codes and the local utility company.

During daylight hours this photovoltaic system (solar electricity) will provide electricity in parallel with the local utility service provider.

2. The Contract Price.

Homeowner shall pay the Contractor for the materials and labor to be performed under this agreement in an amount of (check one):

\$ _____



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3. Incentives

For ownership purchase the full amount of the NYSERDA incentive is \$_____ which will be applied to the total solar system price to \$_____

You the consumer will receive a federal income tax credit of 30% for system cost installed in calendar year 2025 in the amount of \$_____ and New York income credit for solar projects equal to the lesser of \$5,000 or 25% of your project net cost in the amount of \$_____. For NYC homeowners *only* the property owner can deduct 5% of the solar installation cost each year, for four consecutive years.

Tax/grant incentives

NYSERDA rates:

Federal 30% :

State 25% or \$5000 max:

Property tax Abatement:

Contractor shall invoice for, and Homeowner shall make, payments under this contract in accordance with the following schedule:

4. Progress Payments.

Contractor shall invoice for, and Homeowner shall make, payments under this contract in accordance



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with the following schedule:

- Twenty-five percent (25%) of the contract price is due upon signing of this agreement.
- Fifty percent (50%) of the contract price is due upon the arrival of solar equipment to the project site.
- Twenty-five percent (25%) of the contract price is due upon completion of the work, including certification

Payment shall be made to Discover Green Renewable Energy, in one of three ways: (1) check (to address on page 1), (2) credit card (2.9% fee applies), (3) or cashier's check (4) Electronic payment ACH

Payment schedules are based on purchase directly with Discover Green. Finance option with NYSERDA NY Sun Program (Energy Finance solution or other solar finance program, terms will be discussed with lender.

5. General Provisions.

Any alterations or deviation to the above specifications, including but not limited to any such alteration order for same, signed by both the 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.



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6. Installation schedule

1. **Contracts & Approvals**

Once you decide to move forward, our engineer's division will review your system's layout and electrical requirements. We will submit the project for local permitting and contact local utility. This approval process typically takes 2-8 weeks. During that timeframe your equipment will be ordered. Once all permits are received and equipment on-hand, we will schedule your installation date.

2. **Installation Day**

Discover Green crew will arrive on site between 8AM-9AM. The crew leader will introduce himself and answer any of your questions related to the project. Note: Please ensure that the crew have full access to your electric panels and no obstruction are in the way. Once the last panel is installed, we will turn on your system for testing. Installation is typically one day. If an additional days is needed the installer will inform you before leaving site.

3. **Inspections**

The local authority having jurisdiction (AHJ), will conduct an electrical and building inspection your solar system.

4. **Meter Replacement**

Within about a week, your utility company will change your meter if needed. The utility company will then give an interconnection approval for your solar system.

5. **Your New Power System**

With your new solar system in place, you can turn it on and start making your own electricity for years and decades to come. ***From the point of signing the contract and Approval to Turn on your system can take approx. 4 weeks to 16 weeks depending on the jurisdiction.***



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7. Payment Schedule.

Homeowner shall pay invoices within seven (7) days of receipt.

8. 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.

9. Project Approval.

The Contractor shall furnish to the Homeowner a plan including construction and equipment specifications for solar facilities, a description of the work to be done, and the materials/equipment to be used and/or installed. Contractor shall obtain Homeowner's approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.

10. Licensing.



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To the extent required by the law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

11. 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.

12. Release/Waivers.

Contractor shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

13. Addition cost that may occur

During installation, if the lead crew member comes across an issue on the roof or electrical panel. The lead installer will inform you if the issues affect the solar system from passing a building and electrical inspection. Typical issues can be an existing roof leaks, crack roof rafters and electrical panel not up to standard national electrical code. Price of alteration can range from \$50-\$2,000. Commissioning of the system yearly is an optional \$200 per year.

14. Change orders.



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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. Payment for all tasks (time and equipment) under this contract shall be as performed in accordance with Article 6 and as indicated in a duly ordered and executed change order.

15. 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)
- (2) Workers compensation insurance as required by law.

16. Permits.

Contractor shall obtain all permits necessary for the work to be performed.

17. Site Condition and Inspection

Contractor agrees to remove all debris created by the installation and to leave premises in clean condition. An electrical inspection will be conducted by the jurisdiction inspection agency upon completion of installation. NYSERDA will also conduct a quality control inspection via remotely if system is installed under the NY-Sun Program.



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18. Warranty of Work.

Contractor warrants all solar-related work for a period of 5 years following completion.

The system's most critical components – the solar modules are covered by 25-year performance warranties, which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output. An inverter standard warranty is 10 years, which can be extended to 20 years depending on manufacturer.

Roof penetration is warrantied for (8) eight years. Roof leaks outside the area of the solar array is not included.

A five-year standard workmanship warranty protects against labor related defects caused by the manufacturing process of the solar panels and inverters. Materials covered by the workmanship warranty include the aluminum frame, inverter, solar cells and junction box.

As a REC certified solar professional REC modules are covered by a 25-year warranty for Labor, Performance and Product. This warranty is only for REC modules. Customer will receive a certification at the end of installation indicating warranty coverage.



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After the workmanship warranty period ends, the linear performance kicks in based on power output, which entails the manufacturer repairing or replacing any underperforming panel. In the rare event that panels break due to manufacturing defects, manufacturer shall repair or replace the module.

19. Contractor's Status.

- The Contractor is an independent contractor and is not an employee of Homeowner.
- The Contractor shall furnish all equipment, tools and supplies to accomplish the assigned work, except as agreed to in writing by both the Homeowner and the Contractor.
- The Contractor maintains control over the manner in which the tasks are to be performed and the products made.
- The Homeowner will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely the responsibility of the Contractor.

20. 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 Homeowner includes: any information that has been entrusted to Homeowner by third parties, which 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



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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. Contract has rights to post photo's of work.

21. Conflict of Interest.

Contractor represents that it has no conflicts of interest that might interfere with its performance under this Contract. Contractor further represents that it will immediately inform the Homeowner of any conflicts which arise or may rise during the term of this Contract by written notice to the Homeowner. Homeowner and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to Homeowner on or before execution of this contract.

22. Termination of Contract.

The Contract will terminate upon fifteen (15) days' written notice by the Contractor or the Homeowner to the other party, whichever first occurs.

23. 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



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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.

24. 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.

25. 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. "The customer has the rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service."



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"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"

26. 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.

27. Governing Law and Venue.

This Agreement will be interpreted and enforced according to the laws of the state of New York and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in the State of New York and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

28. Attorney Fees and Costs.



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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.

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.

Title: Homeowner

Signature: _____ Date _____

Title: President

Signature: _____ Date _____

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.

The following terms will apply to all NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

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 NYSEDA. 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 NYSEDA 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 NYSEDA 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;

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



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 are encouraged to consult with their local utility regarding eligibility for net metering.

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.

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



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

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



information in the tool in order 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 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

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



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.

Print Customer Name _____

Customer Signature _____ Date _____

Contractor Company Name _____

Contractor Name (Print) _____

Contractor Signature _____ Date _____