

HOME IMPORVEMENT CONTRACT

FOR

SALE AND INSTALLATION OF SOLAR PHOTOVOLTAIC ELECTRIC GENERATION SYSTEM

This **AGREEMENT** is between:

DMV EQUITY, INC.

HIC License(s): PC7448 / WC-29935-H17 / 13VH09683900 / HIC.0652272

Address: 525 Rockland Avenue Mamaroneck, NY 10543

Primary Phone: 808-218-4169

E-mail: info@dmvequityrealestate.com

(Hereinafter called "Contractor")

And

Primary Phone:

E-mail:

(Hereinafter called "Owner")

In exchange for the mutual terms and conditions set forth herein, Owner and Contractor hereby agree as follows:

- 1. Information and Notices as required by law:
 - a. Date of Agreement Signed by Owner: _____
 - b. Notice of Cancellation (**APPENDIX A**) may be sent to the Contractor at the following address:

525 Rockland Avenue
Mamaroneck, NY 10543
Attn: Office Administrator

- 2. Contract Price: The total contract price is:

- 3. Deposit (non-refundable): _____

THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. The schedule of progress payments must specifically describe 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. 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 DOWN PANYMENT.

4. Description of the Project and Description of the Significant Materials to be used and equipment to be installed:

Property Owner:
Property Address:

- a. Turn key installation of a SUNPOWER roof mounted solar electric system as designed in **(APPENDIX B)**
- b. 10 year Contractors workmanship warranty on the entire system including roof penetration (which includes a five inch radius of all mounting penetrations)
- c. System Size _____ and will include:
 - _____ SUNPOWER MODULES with factory integrated micro-inverters **(APPENDIX C)**
 - SUNPOWER INVISIMOUNT mounting system
 - SUNPOWER PVS6x Monitoring System (EnergyLink Hardware)
- d. Procurement of village/town/city/county building permits (subject to project specific exclusions listed in Section 9 below).
- e. Manufacturers 25 year limited warranty on SUNPOWER Equinox E, A and X series panels, micro-inverters, INVISIMOUNT mounting system **(APPENDIX D)**
- f. Manufacturers 10 year limited warranty on PVS6 Monitoring System **(APPENDIX D)**

5. Schedule of Progress Payments:

- First Payment (When Permit is Approved or Delivery of Equipment to Installation Site) (20%) _____
- Second Payment (Substantial Commencement of Work and Completion of Installation) (60%) _____
- Final Payment (Completion of Village/Town/City/County Inspections) (20%) _____

All remaining charges are due upon final signoff from Village/Town/City/County Building Inspector. Please note system cannot be turned on until passing utility inspection.

6. Approximate Construction Schedule:

- a. Approximate State Date: work should begin: _____
This date is subject to change and extension if delays are caused due to the following: acts of god; acts of public utilities; governmental bodies, or inspectors; inclement weather; accidents; delay in receipt of solar panels from manufacturer, shortage of labor or materials; additional time required for change orders and additional work; vandalism; failure to provide Contractor with continual uninterrupted access to job site; delays caused by Owner, design professionals, agents, and separate Contractors, jurisdictional delays, scheduling conflicts; and other delays unavoidable or beyond the control of the Contractor.
- b. Approximate Completion Date: construction work should be completed: _____
This date is subject to change upon the following: acts of god, acts of war, inclement weather, stop work order issued by building inspector, interrupted access to the job site. Completion of construction is when project is ready for village/town/city/county along with utility inspections.

7. Contractor's Performance:

The Contractor shall furnish all labor and materials to perform the Project as described in section 4 above in a good and workman like manner for the contract price subject to the exclusions set forth below in section 8. Owner is aware that aspects of the job may be sub-contracted out where necessary. All work shall be performed during normal working hours (8am to 6pm).

8. Owner Acknowledgment Regarding Items Excluded from Project Scope

Owner acknowledges and agrees that Contractors scope of work on this project does not include the following:

- a. Corrections of concealed substandard framing
- b. Removal of any Asbestos that Contractor may be exposed to during construction
- c. Owner acknowledges that Contractor is not responsible for pre-existing roof conditions and normal wear and tear during installation. Contractor recommends that Owner replaces roof that has less than 10-years of expected usable lifetime prior to commencement of project.
- d. Risk of loss or theft of solar panels after delivery of solar panels and other construction materials to the project site.
- e. No batteries, generator, or backup systems are included as part of this Agreement. Owner understands that the solar system provided under this Agreement will have no backup system and will not provide any electricity to Owner if the utility electric grid were to fail.
- f. No upgrade of Owner's existing electrical service/panel or building electrical grounding system.
- g. Any required structural reinforcement of roof.
- h. Installation of any smoke detectors, sprinklers, or life safety equipment required by city/county due to this project.
- i. Any digging, trenching or excavation work.

9. Owner Responsibilities Owner agrees to provide the following:

- a. Owner to allow Contractor use of Owners utilities (electrical and water while on the job site).
- b. Owner is responsible for granting utility any required access to property, meter, and system. Any failure or delay of owner to meet utility access requirements is not the responsibility of Contractor.
- c. Owner is responsible for granting utility any required access to property, meter, and system. Any failure or delay of owner to meet utility access requirements is not the responsibility of Contractor.
- d. PREEXISTING CODE VIOLATIONS: If any pre-existing violations prevent the execution of the interconnection agreement, then Owner agrees to fix such violations within thirty (30) days after receiving notice thereof from Contractor.
- e. Owner grants Contractor permission to use photos, system technical details in marketing materials.
- f. Owner is aware that the system cannot be turned on until passing utility inspection.
- g. Owner is aware that the system installed under this agreement cannot be activated until Owner executes a Distributed Generation Agreement with the utility (_____) jurisdiction of the subject property, allowing the system to be legally connected to the utility's grid. In addition to the utility having jurisdiction will likely require an inspection of the system prior to interconnection. Each utility has different time frames on getting these inspections done, but typically are completed within 6 weeks of the system being installed.

10. Owner Termination

Should Owner seek to terminate this Agreement for any reason other than Contractor's breach after Contractor has initiated design process, substantially commenced its work, or purchased project specific materials Owner shall then be in material default hereunder and Contractor shall be entitled to retain the deposit (which shall be applied against Contractor's damages) and may recover from Owner all other damages allowable under law such as: labor costs, design and permitting costs, and materials purchased. Owner will also be charged a restocking fee of 25% for any materials ordered by Contractor prior to termination.

11. Arbitration

Any and all claims and disputes arising out of or related to the Contract shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. No demand for arbitration shall be made after the date when the institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. An award rendered by an arbitrator(s) may include an award of attorney's fees, costs and pre-award interest at the legal rate, in addition to any other relief granted. Initial here: _____

12. Attorney Fees

The prevailing party in any arbitration or legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees and expert cost.

13. Entire Agreement and Severability

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

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

14. Additional Required Legal Notices, Information and Disclosures

- a. **Lien Releases.** Upon satisfactory payment being made for a portion of the work performed, Contractor shall, prior to any further payment being made, furnish Owner a full and unconditional release from any claim of mechanic's lien for that portion of the work for which payment has been made.
- b. **Lien Notice.** Contractor or sub-contractor who performs on the contract or the material man who provides home improvement goods or services and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws. **Any contractor, subcontractor, or material man 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 rights to discharge a mechanic's lien.**
- c. **Notice concerning Customer Deposits.** Contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.
- d. **Notice concerning General Liability Insurance (GL).** The Contractor or any Sub-Contractor will be required to carry General Liability Insurance in the amount of \$1,000,000.00 per occurrence. Contractor currently has a policy with Metropolitan Property and Casualty Insurance Company (Policy Number: BP046627P2019) which meets the requirement. Owner may feel free to call Insurance Broker at GRBM, Inc., Geoff McCarthy, at 845-878-9293 to verify Contractors Insurance Coverage.
- e. **Notice concerning Workers' Compensation Insurance.** The Contractor or any Sub-Contractor is required to carry workers' compensation insurance for all employees. Contractor currently has a Workers' Compensation policy with the New York State Insurance Fund (Policy Number: W2461 585-8).
- f. **Notice concerning Licensing of Contractor.** The Contractor is required to have a Home Improvement Contractors license in whichever county they work in the state of New York. The Home Improvement Contractors license in New Jersey and Connecticut encompass the entire state. Contractor's licenses are as follows: Putnam County PC# PC7448, New Jersey NJ# 13VH09683900, Westchester County WC-29935-H17, Connecticut # HIC.0652272
- g. **Federal, State, or Local Incentives.** As the purchaser and owner of a solar photovoltaic system, you may qualify for certain federal, state, local or other rebates, tax credits or incentives (collectively, "Incentives"). Contractor makes no representations as to whether you will qualify for any of the incentives. Please see **(APPENDIX E)** for further information. If you have any questions whether you qualify for any of the incentives, please consult with your personal tax or other financial advisor.
- h. **Electronic Record Consent.** As part of your relationship with Contractor, you are entitled by law to receive certain information "in writing". The federal E-SIGN ACT and certain state laws allow Contractor to provide this information to you electronically, instead, with your prior consent. **YOU AGREE TO RECEIVE ELECTRONIC RECORDS AND AGREE THAT YOUR INITIALS CONSTITUTES YOUR CONCENT AND ELECTRONIC SIGNATURE FOR ALL COMMUNICATION BETWEEN OWNER AND CONTRACTOR.** Initial here: _____

- i. **Legal Access to Property.** It is not legal for Contractor or Sub-Contractor to enter your premises unlawfully or commit any breach of the peace to remove goods installed under this agreement.
- j. **Agreement Signatures.** DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ ALL OF ITS PAGES. You acknowledge that you have read and received a legible copy of this Agreement including **APPENDIX A** through **APPENDIX E**, and that you have read and received a legible copy of every document that you have signed during negotiations. You agree to the terms and conditions set forth in this agreement.

Owners Name: _____

Contractor's Name: DMV EQUITY, INC.

Owners Signature: _____

Authorized Signature: _____

Date: _____

Contract Number: _____

Date: _____

Owners Name: _____

Owners Signature: _____

Date: _____

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APPENDIX A

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO DMV EQUITY, INC. 525 ROCKLAND AVENUE MAMARONECK, NY 10543, ATTN: OFFICE ADMINISTRATOR PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE TRANSACTION DATE.

I HEREBY CANCEL THIS TRANSACTION.

Transaction Date: _____

Contract Number: _____

Owners Name: _____

Owners Signature: _____

Date: _____

APPENDIX B
CUSTOMER APPROVED SYSTEM DESIGN

Contract Number: _____

Initial Here: _____

Date Here: _____

By initialing here, you acknowledge and approve of your system design in picture above.

APPENDIX C

DISCRIPTION OF SUNPOWER SOLAR MODULES AND MICROINVERTERS

APPENDIX D

MANUFACTURERS WARRANTY INFORMATION

SunPower® Complete Confidence Warranty

A better warranty starts with a better product.

Every part of your SunPower Equinox™ system is meticulously designed to work perfectly together, and rigorously tested for long-term reliability. That's why the **SunPower® Complete Confidence Warranty** is the only solar warranty to cover your whole system (not just the panels).



Complete System Warranty

The SunPower warranty ensures both product quality and the highest power production in the industry.

25 years

- Panels
- Microinverters
- Racking
- Power production

10 years

- Monitoring hardware



Complete Service Warranty

It's the best warranty you may never have to use. But if you do, we make it simple and quick.



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APPENDIX E

FEDERAL, STATE AND LOCAL INCENTIVES

A. FEDERAL INVESTMENT TAX CREDIT. Under Section 25D of Title 26 of the United States Code, the federal government allows certain taxpayers to claim a credit for “qualified solar electric property expenditures” made by such taxpayer during the applicable tax year the System is placed in service (*i.e.*, after Your System is ready and available for use and after Your utility company has given You Permission To Operate (PTO) Your System). For more information regarding this Incentive, please visit <http://energy.gov/savings/residential-renewable-energy-tax-credit>. To access the applicable IRS form used to claim this Incentive in years’ past, please visit <http://www.irs.gov/uac/Form-5695,-Residential-Energy-Credits>. For all other questions, please consult Your personal tax or other financial advisor.

B. STATE RESIDENTIAL ENERGY TAX CREDIT. Under New York Tax Law Section 606(g-1), the State of New York allows certain taxpayers to claim a credit for a “solar energy system” purchase made by such taxpayer during the applicable tax year. For more information regarding this Incentive, please visit https://www.tax.ny.gov/pit/credits/solar_energy_system_equipment_credit.htm. To access the applicable New York Tax form to claim this Incentive in years’ past, please visit https://www.tax.ny.gov/pdf/current_forms/it/it255_fill_in.pdf. For all other questions, please consult Your personal tax or other financial advisor.

C. STATE PROPERTY TAX EXEMPTION. Under Section 487(2) of New York Real Property Tax Law, real property that includes a solar energy system is exempt from taxation up to the full value of the solar energy system for 15 years. You should contact the city and county where You live to find out the requirements for claiming this exemption. For more information, please visit https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec487_a.htm. For all other questions, please consult Your personal tax or other financial advisor.

D. STATE AND LOCAL SALES TAX EXEMPTION. Under Section 1115 of New York Tax law, the sale of “residential solar energy systems equipment” is exempt from sales tax in certain jurisdictions. You should contact the county and municipality where you live to see if the county or municipality has opted to grant this exemption. For all other questions, please consult Your personal tax or other financial advisor.