



Sales Rep _____

SOLAR ELECTRIC INSTALLATION CONTRACT
ENTIRE STATEMENT OF AGREEMENT

Customer Name:	Customer Phone:	Customer Email:
Service Address:		City, State, Zip:
Utility Company:		Utility Account #:
Est. Annual Elec. Consumption (kWh):		Est. Yr. 1 Solar Production (kWh):
System Size (kW):		Solar Mount Type:
Module:		Module Quantity:
Inverter:		Inverter Quantity:
Battery Capacity (kWh):	# of Battery Units:	Battery Model:

Payment Schedule and Third-party Financing: Your payments will become due as indicated below. The "Total Amount Payable to Momentum Solar" shown below reflects only the amount we charge for the PV System (as defined below) and installation, not including any applicable sales tax. If you choose to obtain financing from a third-party finance company, your payment schedule and total amount owed will be set out in your agreement with the third-party finance company and may include finance charges. You should read that agreement carefully to understand your repayment obligations. We are not your lender or broker. Any financing terms you obtain from a third party, including the amount and timing of your payments and any finance charges are solely determined by your third-party finance company. We are not affiliated with any third-party finance company.

Total System Cost (Before Incentives):	\$		
Battery Cost:	\$		
Total State Sales Tax:	\$		Exempt? Yes ☒ No ☐
Rebate (if applicable):	\$		
Total Amount Payable to Momentum Solar:	\$		
Total Amount Financed:	\$		

Payment Type: _____

SCHEDULED PAYMENT	AMOUNT	TIME DUE
Deposit	\$	Upon Signing of Contract
1st Installment	\$	Upon Completion of Design and Permitting
2nd Installment	\$	Upon Installation of Panels, Inverters, Battery and AC Electrical
Final Payment	\$	Upon Completion of Installation and Required Utility and Local Authority Inspection
Total Amount Payable to Momentum Solar	\$	
Down Payment	\$	
Total Amount Financed	\$	

If you are financing through a third-party finance company, please refer to your agreement with the third-party financing company for a description of your payment obligations, including your payment schedule and total of payments (including any finance charges).



You acknowledge that, regardless of whether you obtain financing from a third party, we require payment in full upon completion of the installation (and required inspections) and that we are not extending credit to you in connection with this transaction.

General Terms and Conditions

Definitions: In this agreement, the terms “customer,” “owner,” and “you” refer to the customer identified above, and the terms “contractor,” “seller,” “Momentum Solar,” “us,” and “we” refer to Momentum Solar LLC f/k/a Pro Custom Solar LLC d/b/a Momentum Solar and its employees, agents, and subcontractors, as applicable. The term “agreement” or “contract” refers to this agreement between you and us and any change orders signed by you and us. “Solar + Storage System” means the solar panels and related parts and the system of solar energy generation described above.

Scope of Work: We agree to sell and install the Solar + Storage System on your real property. We will not provide, or arrange for, architectural/engineering services or structural changes to dwellings or buildings unless we expressly agree to do so in a separate writing that we sign. We have the right to determine the method, details, and means of performing the work, including the design layout of the PV System. We will obtain the necessary building and electrical permits and ensure code compliance. You agree to cooperate with us to obtain these permits and meet code compliance. You are solely responsible for obtaining, at your own cost and expense, any and all zoning variances required by any municipality or local governing body. We will not obtain a zoning variance for you unless we expressly agree to do so in a separate writing that we sign.

Description of Proposed System: The Solar + Storage System we propose to install depends on a number of factors, including certain characteristics of your Home, weather, shading, and others. Based upon our experience and the information available to us, we estimate the following performance aspects pertaining to the Solar + Storage System:

Size of the System:	_____ kW
Estimated Production in Year 1 of Operation:	_____
Estimated annual degradation of Solar + Storage System:	<u>0% in Year 1, 0.5% per year thereafter</u>
Battery Storage Capacity:	_____ kW

Change Orders: Any change to the equipment or material, system size, or system price that you or we request will be set out in a written change order signed by both you and us. Change orders become part of the agreement once the order is prepared in writing and signed by you and us prior to the commencement of work covered by the new change order. The order is not enforceable against you unless it describes the scope of the extra work or change, the cost to be added or subtracted from the contract price, and the effect the order will have on the schedule of progress payments. However, our failure to include any of the required information does not preclude our recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment. You agree that a change order may result in a change to the terms of the agreement between you and us, including but not limited to, the contract price and the anticipated installation schedule. If you request, in writing, a change to the scope or performance of the services provided under this agreement, then we will provide you with a written change order for your approval within a reasonable time after such written request. You agree that we may issue a change order if a Force Majeure Event (as defined below) occurs that changes or impairs our ability to perform under the current terms and conditions of this agreement. All change orders, including a change order resulting from a Force Majeure Event, must be approved in writing by you within a reasonable time after receipt, and you agree not to unreasonably withhold your approval of any change order.

Approximate Start Date: We anticipate beginning work under this agreement within fourteen (14) days after we receive all required paperwork from the applicable state, utility, and municipality. No work can begin until you have signed, and received a copy of, this Agreement.

Approximate Completion Date: We anticipate that we will complete the work within thirty (30) days after we begin. This is our best estimate and is subject to change according to various factors outside of our control. We are not responsible for delays resulting from any Force Majeure Event (as defined below).

Force Majeure: We will not be liable to the you for any failure or delay in performance under this agreement caused by events beyond our control including, without limitation: negligence or delay by any governmental entity or utility company; your noncompliance with this agreement; your failure to furnish necessary information or furnishing of incorrect information; legal



encumbrances on your property; your property's non-conformance with building codes or zoning requirements; your credit rating or financing arrangements; acts of God, nature, government, or any third parties; epidemic or pandemic (such as COVID-19), war or acts of terrorism; labor strife or disputes; shortages of labor, fuel, raw materials, or equipment; technical failures; accidents; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; or hidden or unforeseen physical or hazardous conditions, including but not limited to, environmental hazards such as mold, asbestos, and lead paint (each, a **"Force Majeure Event"**).

Your Responsibilities: You understand that your state, municipality, or your utility provider may require you to carry a certain minimum level of coverage under your homeowners' insurance policy, and you agree to ensure that you meet or will meet such minimum levels of coverage prior to energization of the System. You agree to pay us for merchandise delivery and/or installation of the Solar + Storage System according to the terms and conditions of this agreement. If your service address is subject to any easements, covenants or other legal encumbrances that could affect the Installation, you agree to notify us in writing, including by electronic mail or by certified mail, within five (5) business days of your becoming aware of the encumbrance or prior to our beginning work, whichever is earlier. You agree to ensure that work areas are free of preexisting hazards, including, but not limited to unsafe physical conditions or environmental hazards and building/zoning code violations. You agree to allow us access to work areas during work hours. If you have a security system, you agree to ensure that it does not interfere with installation. You agree not to allow unattended minors at the service address while we are performing the installation. You agree to control pets and keep them away from work areas. You agree that, if anyone under your control interferes with or delays installation, you may be subject to transportation and/or storage charges or other resulting charges.

Shading and Vegetation Control. You agree to (i) keep trees, bushes and hedges trimmed so that the Solar + Storage System retains shading and conditions present at the time of installation; (ii) not modify your house in a way that shades the Solar + Storage System; and (iii) to not permit or allow to exist any condition or circumstance that would cause the Solar + Storage System not to operate as intended at your house.

Inspection of System: You agree to allow us, our designees, and any state or local governmental authority or utility company to inspect the Solar + Storage System at the service address.

Payments: All payments must be made in cash, by credit card, by check(s), or by ACH (direct debit from a checking/savings account) made payable to "Momentum Solar" as specified in this agreement. Any payments you owe under your agreement with the third-party finance company must be made in accordance with the terms of your agreement with them. You further understand and agree that your credit may be re-run by the third-party finance company to confirm creditworthiness up to the date of panel installation.

Customer Initials _____

Failure to Pay: You will be in breach of this agreement if you fail to make any scheduled payment on time, in full, and otherwise in accordance with this agreement. If we have not received the full amount of any scheduled payment within ten days after the scheduled due date, you will incur a late fee equal to one percent (1%) of the unpaid amount due. If the installation is not completed when the breach occurs, we reserve the right to suspend all work until all past-due amounts have been paid in full. If the Solar + Storage System is in operation when the breach occurs, we reserve the right to remotely shut off the Solar + Storage System until all past-due amounts have been paid in full. Subject to applicable law, we may also pursue amounts you owe us through legal action, which may include perfecting or enforcing a lien against your property or the Solar + Storage System. If we take legal action to enforce this agreement, you agree, to the maximum extent permitted by applicable law, to pay reasonable attorney's fees and costs we incur before and after judgment and any other costs permitted under applicable law. If you fail to pay your third-party finance company pursuant to the terms of your agreement with them, you may be subject to any of the terms and remedies set forth in that agreement. Please consult that agreement to determine your liability and rights regarding the third-party finance company.

Customer Cancellation Acknowledgment: If you cancel this agreement at any time after the cancellation period described in this agreement ("late cancellation") or otherwise prevent us from completing the installation, you agree to reimburse us in full for the cost of materials, labor, and services provided or expended up to the date and time of cancellation, including a \$250 documentation fee, \$325 engineering site visit fee, \$125 design cost, \$250 permitting cost, \$100 Permission to Interconnect fee, \$50 scheduling fee, installation materials and labor costs, and out of pocket fees including filing fees.



Termination by Momentum: Prior to beginning design and permitting work, we will perform a physical assessment of the installation site, including suitability of the existing electrical panel and wiring, roof condition and shading of the intended location of the Solar + Storage System to verify the suitability of the site for the Solar + Storage System. If we determine that existing site conditions will not allow for installation of a Solar + Storage System as described at the top of page 1, we may terminate this agreement if you and we are unable to agree to modifications needed to provide for additional work needed to make the site suitable for the Solar + Storage System. If we do so terminate this agreement, we will refund your initial deposit in full. We may also terminate this agreement after completion of our site assessment without further obligation if either (a) you breach this agreement, or (b) we discover or become aware of: (i) previously undisclosed legal encumbrances, restrictions, or easements affecting the service address, (ii) building/zoning code violations at the service address, or (iii) hidden or unforeseen hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions not disclosed to us.

Momentum Warranty Program

10 Year Workmanship Warranty: Momentum warrants our installation of the Solar + Storage System for a period of ten (10) years.

5 Year Equipment Warranty: Momentum warrants all equipment for five (5) years. If parts fail during this term, Momentum will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Momentum will replace any equipment which breaks down or which degrades in performance greater than 10% over such five (5) year period free of charge, including the cost of labor to remove and install the new or repaired equipment.

Component Manufacturer's Warranty: The manufacturers of certain of the Solar + Storage System's major components warrant their components against certain defects. We have provided you with copies of all manufacturer's warranties which govern your rights to seek a remedy from the respective manufacturer with respect to covered defects.

Solar + Storage System Performance and System Design: The battery component of the Solar + Storage System has been designed to operate with specific electrical systems and circuits in your home (see design for details on items covered by system). The battery component installed with your System (an Encharge 10) is designed to operate appliances and smaller systems up to 120V, but not major systems powering the home. If additional circuits or larger electrical loads are placed on the battery, its performance and duration of operation will decrease, potentially significantly, depending on the number of additional circuits or loads placed on it.

5 Year Roof Penetration Warranty: Additionally, in the event penetrations are made in your roof in connection with installation of the Solar + Storage System, we warrant that any such penetrations of your roof will not leak for a period of five (5) years except as set forth below.

Warranty Exceptions and Exclusions:

I. The Warranties do not apply if we reasonably determine, upon inspection, that any of the following conditions caused the need for service: (a) damage resulting from accidents, acts of God or acts of third parties, alterations or misuse; (b)

your failure to properly follow the operating instructions; (c) damage caused by animals; (d) alterations to your premises; or (e) alterations to the system made at your request, or made necessary by a change to your premises, damage to your premises, or for any other cause beyond our control.

II. The Roof Penetration Warranty does not apply if it is reasonably determined, upon inspection, that any of the following conditions caused the need for service: (a) damage resulting from accidents, acts of God or acts of third parties, alterations or misuse, (b) damage caused by animals; (c) alterations or damage to your premises; or (d) for any other cause



beyond our control. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the roof not impacted by the Solar + Storage System, (ii) pre-existing and/or underlying failures of the roof or (iii) foreign objects acting on the roof such as tree limbs or golf balls. The Roof Penetration Warranty is null and void if work is performed by you or your contractors on the roof during the 5-year warranty period.

III. You acknowledge that installation of the Solar + Storage System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar + Storage System will have on a roof warranty.

IV. Shading of the Solar + Storage System due to vegetation growth may cause the Solar + Storage System to perform materially worse than anticipated. Controlling any shading of the Solar + Storage System is your responsibility, and Momentum has no liability or obligation to trim or reduce such vegetation if it does impact or may impact the performance of your Solar + Storage System.

NO OTHER WARRANTIES: THE "LIMITED WARRANTY" RELATING TO OUR INSTALLATION OF THE SOLAR + STORAGE SYSTEM OR "COMPONENT MANUFACTURER'S WARRANTY" RELATING TO THE VARIOUS COMPONENTS OF THE SOLAR + STORAGE SYSTEM PROVIDED BY THE APPLICABLE MANUFACTURER ARE THE WARRANTIES PROVIDED UNDER THIS AGREEMENT. WE MAKE NO GUARANTEE OR WARRANTY OF ANY KIND THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE PERFORMED OR THE SYSTEMS PROVIDED UNDER THIS AGREEMENT.

LIMITATION OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE US FROM ALL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Insurance Certificate: Attached to this agreement as Appendix A is a copy of our certificate of general liability insurance. You may contact the insurance company at the number shown on the certificate to verify coverage.

Binding Nature: This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of each party.

Entirety of Contract; Modification; Waiver: This agreement constitutes the complete agreement between you and us concerning the subject matter of this agreement and supersedes and cancels any and all prior communications, representations, and agreements between you and us, whether written or oral, with respect to the subject matter of this agreement. This agreement may not be amended or modified unless in writing and executed by you and us. The rights and remedies of both parties under this agreement are cumulative and not alternative. No waiver of any breach or failure to enforce or insist upon performance any of the provisions of this agreement by either party at any time will in any way affect, limit or waive such party's right to enforce and compel strict compliance with every provision of this agreement.

Severability: The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect.

Assignment: You may not assign, transfer or delegate any or all of your rights or obligations under this agreement, without our prior written **consent**, which shall not be unreasonably withheld or delayed; provided, however, that (a) we may assign this agreement to any of our affiliates or to a successor of all or substantially all of our assets through merger, reorganization, consolidation or acquisition and (b) such consent is not required for an assignment (absolute, collateral or otherwise), pledge of, or grant of a security interest in, a right to payment under this agreement by either party. Should you sell your property on which the System is located before the System is fully paid, you may remain financially responsible for the System.

Dispute Resolution/Waiver of Jury Trial: In the event of a dispute, both you and we have the right to have the dispute resolved in a court of law. In this dispute resolution provision, you and we agree to limit that right. If you have any dispute with us or if we have any dispute with you, then both you and we must seek resolution of the dispute in either arbitration or small claims court. If your dispute cannot be resolved in small claims court for any reason, then you must seek resolution of your dispute in arbitration. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location of your choice within your home state. The rules of the arbitration provider will apply. This dispute resolution agreement does not alter



any substantive rights that you may have under state or federal law. By initialing below, you agree to comply with this dispute resolution provision, which describes both your and our only procedure for resolving any dispute. Only the arbitrator, not any federal, state, or local court or agency, has the authority to interpret this provision or determine its applicability or enforceability. If any provision of this dispute resolution provision is found to be unenforceable for any reason, such provision will be severed, and the remainder of this dispute resolution provision will continue in full force and effect. You understand and accept that arbitration awards are subject to challenge only in limited circumstances and that **YOU ARE WAIVING YOUR RIGHT TO TRIAL BY JURY.**

Customer Signature: _____

Class Action Waiver: ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR MOMENTUM MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS" OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Customer Initials: _____

Transfer of Title: The title of the equipment will pass to you upon the delivery of the equipment to your property, or any storage facility you designate. Until the equipment has been delivered and signed for by you or your agent, we retain the title for the equipment.

Governing Law: This agreement shall be governed by and construed in all respects in accordance with the laws of the State of _____ as they apply to a contract entered into and performed in that state.

Acceptance and Authorization: By signing below, you authorize us to perform the installation. Except as set forth in this agreement, you agree there are no oral or written representations or inducements, expressed or implied, any way conditioning this agreement, and we expressly disclaim their existence. By signing this agreement, you acknowledge that you have read and understand this agreement or have had a competent legal representative explain its terms, and hereby accept this agreement in its entirety. You further acknowledge receiving a complete copy of this agreement.

Taxes and Incentives: You acknowledge and understand that you are responsible for any and all taxes that arise under this agreement, including but not limited to sales and use taxes. You agree to execute any certificate or other applicable documents relating to sales or use tax exemptions to ensure that you or we, as applicable, may claim exemption from paying or collecting any sales or use tax that arises under this agreement. You agree to pay all applicable sales or use taxes if such taxes are determined to be due at any time before or after the termination or expiration of this agreement.

Momentum Solar and its affiliates **do not** provide tax, legal, or accounting advice. Any discussions between you and your sales representative regarding federal, state, or local tax incentives or rebates ("Tax Incentives") has been for informational purposes only based upon then-existing information, and is **not** intended to provide, and should not be relied on for, tax, legal, or accounting advice. Momentum Solar makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the content of your discussion regarding Tax Incentives. Your tax situation is unique. You should consult your own tax, legal, and accounting advisors regarding the applicability to you of any Tax Incentives, which may include federal, state, local, and utility incentives. When you assign any Tax Incentive, it defrays the cost of your Solar + Storage System, and Momentum Solar, or its affiliates or partners, may retain such Tax Incentive subject to certain requirements.

Customer understands and acknowledges that Momentum Solar may record all telephone calls with Customer for quality and training purposes, and Customer hereby consents to such recording. _____ (Initials)



NOTICE: DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES NOT FILLED IN.

Customer:

Customer Signature

Print Customer Name

Date

Momentum Solar LLC:



Authorized Officer Signature

Andrew King

Print Authorized Officer Name

Date



NEW YORK ADDENDUM

The following provisions are incorporated into and specifically made a part of the Solar Electric Installation Contract ("Contract") between You, _____, with an address of _____, New York _____, and Momentum Solar LLC f/k/a Pro Custom Solar ("Momentum Solar").

Mechanic's Lien Warning: 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. You may contact an attorney to determine your rights to discharge a mechanic's lien.

New York UBP-DERS Information: The following information must be provided pursuant to New York's Uniform Business Practices for Distributed Energy Resource Suppliers:

Production Factor: _____ (percentage of the available solar resource that the solar electric system will receive, accounting for losses from shading, array azimuth, and tilt).

Rate Utility Pays for Electricity Sold to Them: _____

Potential Value of All Available Rebates – NYSEDA NY Sun _____; Tax Credits – Federal Investment Tax Credit \$ _____ and State Tax Credit \$ _____

Cost of Major PV System Components: Panels \$ _____, Inverter(s) \$ _____

New York Home Improvement Contractor Licenses:

9128-2017 (East Hampton)
L005016 (South Hampton)
57578-H (Suffolk)
WC-29454-H17 (Westchester)
6632 (Yonkers)
H-12608-23-40 (Rockland)
PC7406 (Putnam)
H24100500 and H24100501 (Nassau)
8189 City of Long Beach
303 (Village of Island Park)
9759 (Village of Malverne)
194-C (Village of Atlantic Beach)
2042828-DCA (New York City)



APPENDIX B

New York UBP-DERS Purchase Disclosure Form

The document on the following pages describes the key terms of your contract to purchase a solar generation system (the "PV System") from Momentum Solar. Read this document carefully so that you fully understand the contract. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.



CUSTOMER INFORMATION

Name: _____

Installation Address: _____

Mailing Address: _____

Email Address: _____

PROVIDER INFORMATION

Name: Momentum Solar LLC f/k/a Pro Custom Solar

Address: 3096B Hamilton Boulevard, South Plainfield, NJ 07080

Telephone Number: 732-902-6224

Email Address: CustomerService@MomentumSolar.com

Form Prepared By: _____

COST OF PV SYSTEM

Total Amount Payable to Momentum Solar (the Purchase Price): \$_____ (plus any applicable sales Tax)

List of any credits, incentives, or rebates that were applied to arrive at the above purchase price:

NYSERDA NY Sun Incentive

X Provider is responsible for applying for each credit, incentive, or rebate

Customer is responsible for applying for each credit, incentive, or rebate

SCHEDULE OF PAYMENTS

SELF FINANCED

[Amount Due at Contract Signing: \$_____ [the Deposit of 10%]

Amount Due upon completion of Completion of Design and Permitting: \$_____ [1st Installment of 30%]

Amount Due upon Installation of Panels, Inverters and AC Electrical: \$_____ [2nd Installment of 50%]

Amount Due Upon Completion of Installation and Required Utility and Local Authority Inspection: \$_____ [Final Payment of 10%]

OR

SOLAR LOAN

Refer to your agreement with the third-party financing company for a description of your payment obligations, including your payment schedule and total of payments (including any finance charges).

INSTALLATION

PV System Location on Property: _____ [rooftop, backyard, front yard or other]

Approximate Installation Start Date: 45 days from contract date

Approximate Installation Completion Date: 45 days from contract date

The Provider will contact your local utility and arrange for the interconnection of the PV System.



PV SYSTEM SIZE AND GENERATION

Estimated Size of PV System in kilowatts DC (kWdc): _____ kWdc

Estimated gross annual electricity production in kilowatt-hours (kWh) from the PV System in the first year of operation: _____ kWh

Estimated annual electricity production decrease due to PV System aging (degradation): 0.5%

Estimated PV System Lifetime: 30 years

Your local utility will provide you with kWh bill credits for excess energy you generate

MAINTENANCE AND REPAIRS

This contract does not include PV System Maintenance, the upkeep and services required or recommended to keep the PV System operating as intended.

This contract includes repairs to the PV System that are covered by the 10-year workmanship warranty but does not include PV System Repairs or actions needed to fix malfunctions that are not covered by the workmanship warranty.

The PV System 10 Year Workmanship Warranty is included with this contract.

ROOF WARRANTY

Your roof is warrantied against leaks due to penetrations of the roof relating to the installation of the solar generation PV System for 5 years

SAVINGS ESTIMATE

Over 30 years, you may save \$ _____ off your utility bill based on the PV System's generation, based on the expected annual electricity production decrease, and an assumption that utility rates increase by 3% each year.

Actual savings may vary based on changes in utility rates and PV System production. Savings are not guaranteed except to the extent described below.

PRODUCTION GUARANTEE

This contract does not guarantee a minimum level of PV System performance or production of energy.

SAVINGS GUARANTEE

This contract does not guarantee savings.

RIGHT TO CANCEL WITHOUT PENALTY

You have the right to terminate the contract without penalty within three business days by notifying Provider.



DATA SHARING AND PRIVACY POLICY

You agree to permit provider to request data from your local utility regarding your account and electricity usage.

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>.

Signature of Provider Representative:

A handwritten signature in blue ink, appearing to read "Andrew", written over a horizontal line.

Date:

Signature of Customer:

Date:



Notice of Cancellation

Momentum Solar LLC (fka Pro Custom Solar)

Transaction Date:

Address:

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED.

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 DAYS OF THE DATE OF THE 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 AN EMAIL, TO MOMENTUM SOLAR AT 3096B Hamilton Blvd, S. Plainfield, NJ 07080 (1-888-666-3688), CancelRequest@MomentumSolar.com NOT LATER THAN MIDNIGHT ON _____.

I HEREBY CANCEL THIS TRANSACTION.

Customer's Signature: _____

Date: _____



Notice of Cancellation

Momentum Solar LLC (fka Pro Custom Solar)

Transaction Date:

Address:

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED.

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 DAYS OF THE DATE OF THE 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 AN EMAIL, TO MOMENTUM SOLAR AT 3096B Hamilton Blvd, S. Plainfield, NJ 07080 (1-888-666-3688), CancelRequest@MomentumSolar.com NOT LATER THAN MIDNIGHT ON _____.

I HEREBY CANCEL THIS TRANSACTION.

Customer's Signature: _____

Date: _____



APPENDIX A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Metro, LLC 10 Lake Center Drive Suite 310 Marlton NJ 08053	CONTACT NAME: Lisa MacDonald AAI CISR PHONE (A/C, No, Ext): (732) 504-2001 FAX (A/C, No): (732) 504-2011 E-MAIL ADDRESS: Lisa.MacDonald@bbrown.com
INSURED Momentum Solar LLC Pro Custom Solar LLC 3096B Hamilton Blvd. South Plainfield NJ 07080	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 23-24 NJ Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Pollution \$1,000,000 (claims made) Professional \$1M (claims made) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER: Proj Agg CAP \$5,000,000			PACES4257993	04/21/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPP AGG \$ 2,000,000 Deductible \$ 50,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 1873088-04	04/21/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXC4282040	04/21/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Limits Clarification			EXC4282040	04/21/2023	04/01/2024	CGL \$5M xs \$1M Auto \$4M xs \$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes Only

CERTIFICATE HOLDER

Momentum Solar, LLC 3096B Hamilton Blvd. South Plainfield NJ 07080	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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momentum
SOLAR

Additional Named Insureds

Other Named Insureds

Momentum Solar Energy Services LLC

Momentum Roofing & Solar LLC

Momentum Home Services Holdings LLC

Momentum Grace II, LLC

Momentum Solar Grace II, LLC