

**J Synergy Green**  
3670-10 W Oceanside Rd  
Oceanside, NY 11572

**CONTRACT**

**Parties:**

**Contractor:**

License #NYC 1419025, #H300110000 Nassau  
J Synergy Green  
3670 West Oceanside Rd Suite #10  
Oceanside, NY 11572  
Tax # 45-4436252

**Buyer/Customer:**

Name:  
Address:  
Telephone #:  
Email Address:

**AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this agreement (“Agreement” or “Contract”), incorporated into this Agreement are the following (the “Agreement Documents”) (check as applicable):

- Schedule 1 – Scope of Work Schedule
- Schedule 2 – Cash Payment Schedule
- Attachment 1 – Materials List

- 1. SCOPE OF THE AGREEMENT.** J Synergy Green LLC (“JSG”) agrees to install a turn-key photovoltaic system on the Buyer/Customer’s residence. JSG shall supervise and direct the work described on the Scope of Work Schedule (the “Work”) and the services described on the Scope of Work Schedule (the “Services”) and shall be solely responsible for all installation means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and Services under this Agreement. JSG shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent. The Buyer/Customer’s payments to JSG and its interest in the equipment to be provided by JSG to the Buyer/Customer hereunder (“Equipment”) will be based upon the terms of Schedule 2.
- 2. TERM.** The term of this Agreement shall begin on the Commencement Date, which shall be the date of this Agreement. If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. The Work shall be completed by the commissioning of the photovoltaic system by JSG.

- 3. DELAYS; FORCE MAJEURE.** If JSG is delayed in the commencement or completion of the Work or the Services by Force Majeure Events (as defined in Section 13 below) or by failure by the Buyer/Customer to perform its obligations under the Contract and Schedules or by failure of the Buyer/Customer to cooperate with JSG in the timely completion of the Work or the Services, then JSG shall provide written notice to the Buyer/Customer of the existence, extent of, and reason for such delays. Delays that are intentional by the Buyer/Customer will allow JSG to void the contract and any monies (deposit) will be forfeited. Additionally, Buyer/Customer agrees to pay the following fees if project does not progress past milestones for a period of more than 30 days per milestone. Milestone 1: signed contract. Fee \$500. Milestone 2: Site Visit. Fee: \$1,700. Milestone 3: Drawings. Fee: \$3,600. Milestone 4: Permit application submission. Fee: \$4,600. Milestone 5: Install Scheduled. Fee: 60% of project cost. Milestone 6: Material Purchased. Fee: 85% of project cost. Payment of fees should be made within 15 days of notice.
- 4. TAXES, PERMITS, AND FEES.** JSG shall be responsible for obtaining all permits associated with the Work and Services. The Buyer/Customer shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the Work and Services. The Buyer/Customer shall be responsible for real estate and personal property taxes where applicable. The Buyer/Customer shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes. JSG makes no representations regarding the tax implications or Buyer/Customer's accounting treatment of transactions contemplated by this Agreement.
- 5. WARRANTY – J Synergy Green.** J Synergy Green warrants that materials and Equipment furnished by J Synergy Green will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and Services will conform to the requirements of the Agreement Documents. J Synergy Green warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of five years from the date of the commissioning of the photovoltaic system (the "Commissioning Date") and that its Services will be free from defects in workmanship, design and material for five years from the Commissioning Date. Upon written notices from the Buyer/Customer, JSG shall, at its option, repair or replace the defective Work or re-perform defective Services. These warranties do not extend to any Work or Services that have been abused, altered, misused, or repaired by the Buyer/Customer or third parties without the supervision of and prior written approval of J Synergy Green except in the case of an emergency; or if serial numbers or warranty date decals have been removed or altered. The Buyer/Customer must promptly report any failure of the Equipment to J Synergy Green in writing. All replaced Equipment or parts remain the Buyer/Customer's property. In addition, the following Equipment that JSG intends to install will carry the following manufacturer's warranties:
- A. Solar Panels – 25 year manufacturer's warranty
  - B. Inverters – 25 year manufacturer's warranty
  - C. Wiring – 10 year manufacturer's warranty

**J SYNERGY GREEN MAKES NO WARRANTIES AS TO THE EQUIPMENT EXCEPT AS SET FORTH HEREIN. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**

**J SYNERGY GREEN MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF TAX CREDITS, TAX DEDUCTIONS OR REBATES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER OF THIS CONTRACT.**

**EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN J SYNERGY GREEN AND BUYER/CUSTOMER, J SYNERGY GREEN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANTICIPATED LEVELS OF ENERGY PRODUCTION OR COST SAVINGS FROM THE INSTALLATION OF THE PHOTOVOLTAIC SYSTEM, THE WORK OR THE SERVICES.**

Buyer/Customer understands that J Synergy Green is a provider of services under this Agreement. J Synergy Green shall not be considered a merchant or a vendor of goods. If J Synergy Green installs or furnishes a piece of Equipment under this Agreement, and that Equipment is covered by a warranty from the manufacturer, J Synergy Green will transfer the benefits of that manufacturer's warranty to Buyer/Customer to the extent it is transferable.

- 6. WARRANTY – Buyer/Customer.** The Buyer/Customer is responsible for ensuring that the roofing surface is capable of supporting the weight and mounting components required for the installation. The Buyer/Customer warrants that, on the date of installation, the roof is free from leaks. J Synergy Green will determine whether the roof is structurally sound to support the solar panel installation and the Buyer/Customer agrees to make any and all necessary repairs to the roof prior to installation. J Synergy Green guarantees that for a five-year period from the Commissioning Date the roofing material penetrated by the mounting hardware will be free of leaks. It will be the obligation and discretion of J Synergy Green to repair or replace any portion of the roofing material damaged by J Synergy Green during the installation.
- 7. CLEANUP.** JSG shall keep the Buyer/Customer's premises and the surrounding area free from accumulation of waste materials or rubbish or any dangerous conditions caused by the Work on a daily basis. Upon completion of the Work, JSG shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the premises.
- 8. SAFETY.** JSG shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work or Services. JSG shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.
- 9. HAZARDOUS MATERIALS.** Unless specifically noted otherwise in Schedule 1, JSG's obligations expressly exclude any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Buyer/Customer's premises. The Buyer/Customer represents that, to the best of the Buyer/Customer's knowledge, there is no asbestos or hazardous material in the Buyer/Customer's building that will in any way affect JSG's work. Should JSG become aware of or suspect the presence of asbestos or hazardous materials, JSG shall have the right to stop work in the affected area immediately and notify the Buyer/Customer. The Buyer/Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Buyer/Customer assumes

responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the Buyer/Customer's building.

- 10. INSURANCE.** JSG shall maintain the following insurance which will remain in full force and effect at all times until the Work and Services have been completed, in the following minimum amounts:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive General Liability Insurance, including Contractual	\$1,000,000 One Occurrence
Workmen's Compensation Insurance or self-Statutory insurance, including Employer's Liability	\$1,000,000 Each Occurrence

The above limits are obtained through primary and excess policies.

Buyer/Customer shall be responsible for purchasing and maintaining Buyer/Customer's existing liability insurance and provide proof of same to JSG upon request.

Buyer/Customer shall maintain property insurance to cover the value of Buyer/Customer's property, including all-risk coverage, that is appropriate for the Work and Services provided under this Agreement.

- 11. INDEMNITY.** The Buyer/Customer assumes all risk and liability for the use, operation, and storage of photovoltaic system components and equipment, and for injuries or death to persons or damage to property arising out of the use, operation, or storage of the Equipment, after equipment is installed and accepted by the Buyer/Customer. Notwithstanding the foregoing, JSG shall indemnify and hold the Buyer/Customer harmless for any injuries or death to persons or damage to property caused by the negligence of JSG, its employees, agents or assigns. The Buyer/Customer shall indemnify and hold harmless JSG, its employees, agents, and assigns from and against all claims, actions, damages, penalties, liabilities and expenses, including attorney's fees, arising out of or related to this Agreement to the extent such claims, actions, damages, liabilities and expenses are caused by the negligence or intentional misconduct of the Buyer Customer or the Buyer/Customer's employees, agents and/or assigns.

JSG shall indemnify and hold harmless the Buyer/Customer, agents, attorneys and/or assigns from and against any and all claims, actions, damages, penalties, liabilities and expenses, including attorney's fees, arising out of or related to the breach by JSG of its representations, warranties or covenants hereunder to the extent such claims, actions, damages, penalties, liabilities and expenses are caused by the negligence or intentional misconduct of JSG's employees, agents and/or assigns.

- 12. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws. Each party expressly agrees, consents and submits to the personal jurisdiction and venue of the American Arbitration Association ("AAA") in New York County, New York for adjudication of any and all disputes arising from or related to this Agreement or related to the services provided hereunder, which shall be the exclusive jurisdiction and venue for any such disputes. This shall not preclude the parties from seeking provisional remedies including, without limitation, injunctive relief in aid of arbitration in any court of appropriate jurisdiction. Any arbitration proceeding shall be conducted in a confidential manner and shall be identified to the AAA as a confidential

proceeding. Each party waives any and all rights, under law or in equity, to object or contest the jurisdiction and venue of said tribunal. The arbitral award shall be final and binding and judgment may be entered on the arbitral award in any court having jurisdiction.

- 13. LIABILITY AND FORCE MAJEURE.** JSG will not be responsible to the Buyer/Customer for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control of that party, and without the intentional misconduct or negligence of that party. Such conditions include but are not limited to: fire; flood; strikes or other labor disputes; unforeseen delays in deliveries; unavailability of parts, materials or supplies; adverse weather conditions, including but not limited to extended periods of precipitation; acts of God; acts of terrorism or war; acts of Government agencies; explosions or other casualties; theft; vandalism or riots. The foregoing are collectively referred to as “Force Majeure Events.” JSG will not be responsible for any injury, loss, or damage caused by Equipment that is not Covered Equipment, as defined in Attachment 1.
- 14. JSG’S PROPERTY.** All materials furnished by and used by JSG personnel at the installation site, including documentation, schematics, test equipment, software, and associated media, remain the exclusive property of JSG. The Buyer/Customer agrees not to use such materials for any purpose at any time. The Buyer/Customer agrees to allow JSG personnel to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed upon appointment or during the hours 9:00 am to 5:00pm Monday to Friday. The Buyer/Customer acknowledges that all JSG software included is proprietary and will be delivered only under the provisions of an appropriate Software License Agreement that will limit its use to the system purchased under this Agreement.
- 15. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made only upon the mutual agreement of the parties. The parties contemplate that such modifications may include but are not limited to the installation of additional energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Buyer/Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.
- 16. NOTICES.** All notices or communications related to this Agreement shall be in writing to JSG at the address listed on page 1 of this Agreement and to Buyer/Customer at the address listed on page 1 of this Agreement. Notices shall be deemed given and effective (i) the day personally delivered, (ii) the day of confirmed receipt of email, (iii) one (1) business day after being sent by overnight courier, or (iv) five (5) days after sent certified registered mail, subject to verification, or when actually received, if earlier. If any communication which is sent pursuant to any provision hereof shall be refused or unclaimed by the recipient, it shall be deemed to have been delivered to and actually received by the intended recipient on the date delivery was first attempted.
- 17. ADDITIONAL TERMS.**

  - A. Any failure of JSG to require strict performance by the Buyer/Customer, or any waiver by JSG of any requirement under this Agreement, shall not be deemed to be a

consent by JSG to, or a waiver by JSG of, a subsequent failure or breach by the Buyer/Customer.

- B. If any provision of this Agreement is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.
- C. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- D. This Agreement is the full Agreement between JSG and the Buyer/Customer as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement are not part of the Agreement between JSG and the Buyer/Customer and are superseded by this Agreement.
- E. If there is more than one Buyer/Customer named in this Agreement, the liability of each shall be joint and several.
- F. Any failure of the Buyer/Customer to require strict performance by JSG, or any waiver by the Buyer/Customer of any requirement under this Agreement, does not indicate consent to or waiver of subsequent failure or breach by JSG.
- G. Buyer/Customer understands that he must contact Buyer/Customer's insurance provider and notify them of the installation of the photovoltaic system.
- H. Buyer/Customer agrees to disclose roof condition and any concerns buyer/customer might have with the roof's condition prior to scheduling the site visit. Buyer/Customer should also disclose any work/ repairs done on the roof.
- I. Buyer/Customer understands that the roof will probably need to be replaced at some point after the solar panel installation, and the panels will need to be uninstalled and reinstalled at Buyer/Customer additional expense. JSG does not guarantee or make any assumptions as to the lifespan of the roof.
- J. Buyer/Customer agrees to pay fees outlined in section 3 if Buyer/Customer chooses not to move forward.

**18. NOTICE UNDER NEW YORK GENERAL BUSINESS LAW SECTION 771 - Liens Against Buyer/Customer's Property. Any contractor, subcontractor or materialman, including J Synergy Green, who provides home improvement goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against Buyer/Customer's property known as a mechanic's lien. Any mechanic's lien against Buyer/Customer's property may be discharged. Payment of the agreed-upon price under this Agreement prior to filing of a mechanic's lien may invalidate such lien. Buyer/Customer may contact an attorney to determine Buyer/Customer's rights to discharge a mechanic's lien.**

**19. NOTICE UNDER SECTION 71-a OF THE NEW YORK LIEN LAW - Deposit of Payments by Contractor. J Synergy Green is required by Subdivision 4 of Section 71-a of the New York Lien Law to deposit all payments received prior to completion in an escrow account within 5 business days of receipt. In lieu of such a deposit, J Synergy Green may post a bond or contract of indemnity or irrevocable letter of credit with the company guaranteeing the return or proper application of such payments to the purposes of the contract. Monies in escrow become the property of J Synergy Green when they are applied according to the Payment Schedule or when the contract has been substantially performed. Monies for payment of fees, equipment and the like maybe withdrawn from escrow during the performance of the contract.**

**20. RIGHT TO CANCEL CONTRACT WITHIN THREE BUSINESS DAYS.**

**THE BUYER/CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

**TO CANCEL THIS TRANSACTION, PLEASE USE THE ATTACHED NOTICE OF CANCELLATION FORM.**

- 21. RIGHT TO STOP WORK. If any payment under this agreement is not made when due, JSG may suspend work on the job until such time all payments due have been made.**

The parties have executed this Agreement as of the date set forth below.

Dated: February 6, 2020

BUYER/CUSTOMER:

J SYNERGY GREEN

By:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: First Last

Printed Name: Avrohom Sorotzkin

Title: Operating VP

[SIGNATURE PAGE]





## Schedule 1 - SCOPE OF WORK SCHEDULE

JSG will:

- Prepare and maintain an overall Project Management Plan and Construction Schedule. Updates will be provided to the Buyer/Customer on an on-going basis.
- Maintain a staff to administer the contract terms and conditions with all subcontractors.
- Provide coordination and supervision of the work ensuring enforcement of all contract provision, compliance with energy initiatives, and timely completion of the project.
- Establish and maintain coordination procedures, i.e. project meetings, documentation process, etc.
- Coordinate site accessibility for the Buyer/Customer and contractors for continuous ingress and egress of the property.
- Perform all inspection work necessary to assure the conformity to the plans and specifications until final completion and acceptance of the project by the Buyer/Customer.
- Coordinate post-completion activities including the assembly of warranties, manuals, as-built drawings of all trade and subcontractors, and the Buyer/Customer final acceptance.
- Coordinate training of the Buyer/Customer personnel by installers and vendors for the operations of the project. JSG will schedule at the Buyer/Customer's approval.
- Subcontract with an architectural/engineering firm to prepare and submit all necessary design work to the appropriate permitting agencies.
- Promptly move to discharge any mechanic lien filed by any subcontractor, materialman or supplier by filing an undertaking.

JSG shall be responsible for installing a photovoltaic system. This work shall include:

1. Design: Detailed design specifications of the PV system. The design shall cover PV array, support structure, power inverter, system wiring and protection devices, and a data monitoring system.
2. Furnish PV system: JSG shall furnish all PV system components and required construction materials.
3. Delivery: JSG shall deliver all equipment to the project site. JSG shall be responsible for making arrangements for storage of any parts or equipment.
4. Interconnection: JSG will determine point of solar system interconnection with utility grid and tie-in as required.
5. Startup: JSG shall be responsible for system commissioning and for participation in utility inspection and testing, as required.
6. Documentation: JSG shall provide a system manual upon the completion of the job.
7. Training: JSG shall provide training of Buyer/Customer in the operation and maintenance of the system, as well as basic troubleshooting skills. The training shall include review of the Operation Manual.

**Attachment 1 - Listing of Materials to be installed**

**Schedule 2 - Cash Payment Schedule**

**1. PRICE AND PAYMENT TERM:** The Buyer/Customer shall make payments to J Synergy Green for Work performed, as well as payments for Services rendered pursuant to the Services schedule.

A. The price to be paid by the Buyer/Customer for the Work shall be **\$ 00,000**. Progress payments (including payment for materials delivered to J Synergy Green and work performed on and off-site) shall be made to J Synergy Green as follows:

**Payment Schedule:**

Total Actual Cost of Project	<b>\$ 00,000</b>
Town Permit Costs:	Included
Critter Guard:	Excluded

**NOTICE OF CANCELLATION FORM**

The Buyer/Customer has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he or she signs the contract. Cancellation must be done by giving J Synergy Green a written notice indicating the Buyer/Customer's intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payment made under this contract and any negotiable instrument executed by Buyer/Customer will be returned within ten (10) business days following receipt by J Synergy Green of a cancellation notice, and any security interest arising out of this transaction will be cancelled.

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO J SYNERGY GREEN AT 3670-10 W OCEANSIDE RD, OCEANSIDE, NY 11572 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_, 201\_.**

**I HEREBY CANCEL THIS TRANSACTION.**

Date: \_\_\_\_\_, 202\_\_

Buyer/Customer's Signature:

\_\_\_\_\_  
Print Name:

[THIS IS THE FINAL PAGE]