



Headquarters:

1438 Pat Booker Rd.

Universal City, TX 78148

TECL #: 33960

Conditional Residential Solar System Agreement

Contract Date: 4/15/2022

Owner One Name: Michael Robinson

Phone Number: (504) 722-4099
Email: Mrobinson@thebachgroup.org

Owner Two Name: _____

Phone Number: _____
Email: _____

Property Address: 3926 Fairmont Dr

City, County, State: New Orleans LA 70122

Agreed Contract Price for Solar System Install, Gross System Price:	\$ <u>99969.66</u>
Sum of All Adders:	\$ _____
Net Cost of Solar:	\$ <u>99,969.66</u>
<input checked="" type="checkbox"/> Utility Rebate Assigned to Alternative Solar:	\$ _____

Solar System Description:

Solar System Size kW: 16.400

Panel Description (Brand / Wattage): Aptos DNA-144-MF23-400w


Number of Panels: 41

Estimated Annual Production: 20318


Adders:

- 1) Enphase 10kw battery
- 2) Posigen panel removal
- 3) Energy max
- 4) 25 year power production, 25 year workmanship guarantee
- 5) 25 year liability warranty

Signed:


Owner

Owner 2 (where applicable only)


Alternative Solar, LLC



RESIDENTIAL SOLAR SYSTEM INSTALLATION AGREEMENT

This Residential Solar System Installation Agreement, effective as of the hereinabove defined *Contract Date*, by and between Alternative Solar, LLC (Texas Electrical Contractor's License #33960) (*Contractor*) and you, the Owner (*Owner*). Contractor and Owner are sometimes referred to herein collectively as *Parties*.

Project Description. Contractor will furnish all labor, equipment, materials, and scheduling necessary to construct a grid tied solar power generating facility (*Solar System*) as described on the Contract Detail Sheet to this agreement. Contractor's scope of work under this Contract does not include any of the items listed on the *List of Work Exclusions* attached hereto as Attachment A unless such item(s) is(are) specifically described in the Proposal. In the event of any conflict between the Proposal and this Contract, the terms of this Contract shall control except that the Proposal shall control over the *List of Work Exclusions* in Attachment A below. The materials agreed to be installed and equipment to be used in the construction of the Solar System are described in the Proposal. All equipment requested by the Owner and agreed to be installed by Contractor will be solely and fully described in writing and in these documents.

Work Site. The location where the work by Contractor is to be performed is the *Property* described on the Contract Detail Sheet.

Completion. Completion shall occur when the Solar System is fully installed and passes testing by Contractor.

Contract Price. At Completion, Owner will pay Contractor the Contract Price for the work to be performed under this Contract and any Change Order agreed upon in writing by the Parties.

Utility Rebates (if available). Contractor will provide Owner's Utility Company with estimated performance data. Owner's Utility rebates are calculated by the utility company and may vary from pre-construction estimates. Contractor will provide Utility Rebate to Owner reasonably promptly after utility remits said rebate. Owner assumes all risk, such as changes to incentive programs, that may occur with utility incentives.

Owner's Responsibilities and Representations

Reasonable availability. Owner will be reasonably and promptly available for written communication by email at the address provided on the Contract Detail Sheet (or by such other means agreed to and noted on the Contract Detail Sheet). Prompt and responsive communication is important during the design, permitting, and construction phases of the installation project, and require the Owner to be responsive to avoid unnecessary delays.

Installation. Owner is responsible for making the Property ready, and for keeping the Property in the same condition Contractor used to create the Proposal. During Installation, Owner shall not move, remove, modify, alter, or change in any way the electrical equipment at the Property without the prior written approval of Contractor because this may adversely impact or change the system requirements and design.

Unanticipated Work. Contractor will make reasonable efforts to identify and anticipate the work necessary to complete the Project. However, Owner is solely responsible for the coordination and expense of any unanticipated work during installation due to unknown physical conditions that differ from those described in the Proposal or this Contract. If any unanticipated work is required (including, but not limited to, relocating equipment once it has been installed, relocating or removing existing antennas, vents, conduit, or wires and coordinating and/or waiting for other job-site contractors, correcting rotten or aging surfaces, etc.), then Owner agrees to pay Contractor at the installation labor rate of \$75 per hour per person on the jobsite. Contractor reserves the right to make any final adjustments in the design. Owner and Contractor shall agree to a change order in the event any situation described in this paragraph arises, or that in anyway involves a material deviation from the terms of this agreement.

Tree Removal. Alternative Solar will attempt to design a solar system that will not require tree trimming as of



the date of installation / construction. If necessary or desired to improve the performance of the Owner's Solar System, tree removal or tree trimming shall be the Owner's sole responsibility. Owner agrees and acknowledges the importance of monitoring shade conditions that may occur over time, for example, such as when trees grow.

Pre-Existing Conditions. Owner acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Owner's existing equipment and Contractor shall have no liability for equipment not purchased hereunder. Contractor will not be responsible for pre-existing conditions of any roof (or any component of the roof) or for damages or problems arising from pre-existing conditions that may be aggravated.

Access to Work. Owner shall grant unlimited access to work areas for Contractor's workers and vehicles and shall allow areas for storage of equipment, materials, and trash during and prior to construction. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workers shall not be expected to keep gates closed for animals or children or provide work area security.

Permissible Delays. The Contractor shall be excused from any delay in the commencement and completion of the Work to be performed under this Contract due to acts or omissions of Owner or of Owner's agents, actions or omissions of governmental agencies (including the denial or cancellation of any necessary license or permit for the project), changes required to the project due to unanticipated circumstances, latent or patent physical conditions at the Property, Owner's requests, and all causes beyond Contractor's reasonable control, including, but not limited to, acts of God, fires, weather-related delays, government restrictions, material shortages or force majeure.

Insurance. Contractor is insured for injury to its employees and others as a result of the negligence of Contractor or its employees or Subcontractors.

Inspections, Building Department, and Engineering Requirements. Contractor will coordinate and attend local building department inspections as needed.

Documents Incorporated into the Contract - Drawings, Specifications, Permits, and Fees. The work to be performed hereunder will be constructed according to the Proposal, drawings, specifications, and other documents created by Contractor for the Project. Contractor will obtain and pay for all required building permits for the work; however, if the Property or area where solar panels are being installed requires structural engineering, then said expense shall be added to the contract price by change order and paid to Contractor by Owner. Contractor will provide Owner any documentation or drawings required by Owner's Homeowner's Association ("HOA"), if needed, and will provide the Homeowner's Association a window of time for response. If the HOA does not respond, or does not timely respond to an application for permission to proceed, unless the Owner provides other instructions in writing or by email to Contractor within 5 days of the date that Contractor sends the HOA application, Contractor will continue the permitting and construction without further delay. Contractor will not charge Owner any labor costs for work in obtaining permits.

All drawings and specifications are intended to supplement one another and are incorporated by reference to this Contract. In the event of a conflict, however, the specifications shall control the drawings, and this Contract shall control both.

Notice About Extra Work and Change Orders. Extra work, materials/equipment, and change orders ("**Change Orders**") become part of the Contract once an order is prepared in writing and signed by the Parties. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. The solar industry is dependent on suppliers' manufacturing capacity and deliveries at the time immediately prior to installation, so minor variations in parts due to substitutions of like product (or better product) will result in no additional cost to the Owner. For purposes of this Contract, the term "like product" means products of like quality and price-performance to the equipment specified. Owner agrees that "like products" may be substituted for materials used in this Project.

Investment Tax Credit. Owner acknowledges that it has been advised to seek the advice of a qualified tax

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Owner Initial(s): WR



professional if said credit is important or material in Owner's decision to enter into this Agreement.

Disclosure. In the event Owner uses GoodLeap to finance Owner's project, Owner consents to its lender contacting Owner at the email or phone numbers Owner has provided to Contract, and that lender can do so using an auto dialer, even if your telephone is a cell phone or currently listed on any state or national do-not-call list. Consent is not required to conduct business with lender, and this consent can be withdrawn at any time by calling _____ or by mail at: _____, _____, _____.

Owner shall treat the terms or conditions of this Agreement, and any exhibits or appendices hereto, as confidential information, and shall not disclose the same other than to advisors who have a need to know, and who are bound by appropriate restrictions on the use and disclosure thereof.

Title to Equipment and Right to Remove. Title to the equipment and materials supplied by Contractor will remain with Contractor and not pass to Owner until all sums due Contractor have been paid. Contractor may, at its option, remove all or any portion of materials not paid in full within 10 days after delivery to Owner, or completion of the Project, which date shall be determined by Contractor in its sole discretion.

Work-Related Cleanup. Contractor shall keep the project free from accumulation of work-related debris, waste materials, or trash caused by its operations. On completion of the work and only as directly related to the work, Contractor will remove the following work-related materials: debris, waste materials, trash, and surplus material from Owner's property and will thoroughly clean the project, leaving it in a neat and broom-clean condition.

Limited Warranty – Repair or Replacement. Contractor warrants that the Project will be free from defects in material, construction, and workmanship twenty-five (25) years following the Completed Installation (the "Limited Warranty"). Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty. This Limited Warranty excludes products not manufactured by Contractor. You shall be entitled to all warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by Contractor, but that Contractor installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. Contractor does not warrant these items because it is not involved in the manufacturing process. This Limited Warranty excludes any measuring or monitoring equipment or service. The Limited Warranty does not extend to (a) normal wear and tear; or (b) damage or failure caused by (i) abuse or material neglect of you, unless such action or inaction was taken or not taken, as the case may be, in reliance on written instructions provided by Contractor, (ii) modifications not performed by or through Contractor or an affiliate of Contractor or in a manner materially inconsistent with or contrary to the written information or written instructions provided by Contractor or contained in the vendor or manufacturer's manuals, (iii) the negligent acts or omissions of you or your separate contractors, (iv) defects or deficiencies attributable to Force Majeure Events, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Contractor's control, (v) failure by you to properly maintain or operate the System, or (vi) defects caused by the failure of the structural integrity of the support system by reason of any earth or fill ground movement. Owner is advised that roofs over 5 years in age are more likely to include pre-existing conditions, and such pre-existing conditions are specifically excluded from Contractor's limited warranty of workmanship. If you discover a breach of the Limited Warranty and make a timely claim, then, as your sole and exclusive remedy, Contractor shall repair or replace the defective Work. Contractor shall commence and complete such repairs or replacements within a reasonable time after receipt of your notice of warranty claim. If a failure cannot be corrected by Contractor's reasonable efforts, the Parties will negotiate an equitable adjustment in the Contract Price. If Contractor disputes whether a breach of warranty has occurred, any tests of the System shall be as mutually agreed, and Contractor shall be notified of and may be present at all tests that may be performed. The Limited Warranty is the exclusive remedy for defects in material and workmanship provided under this Agreement, and is provided in lieu of all other warranties, express or implied. On expiration of the Limited Warranty, all liability of Contractor for breach of warranty shall terminate. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

It is stipulated and agreed by and between the Parties that Contractor shall not be liable for incidental, consequential

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Owner Initial(s): WR



or special damages, loss of use, loss of profits, loss of production, or loss of revenues for any reason.

Limitations of Liability. OWNER ACKNOWLEDGES, STIPULATES, AND AGREES THAT CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE CORRECTION OF DEFECTS. CONTRACTOR SHALL HAVE NO LIABILITY FOR MATTERS BEYOND ITS CONTROL. CONTRACTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR CONSEQUENTIAL SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES AND IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR COMPENSATORY DAMAGES, AND IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR AN AMOUNT EXCEEDING THE SUMS ACTUALLY PAID TO IT BY OWNER IN AGGREGATE OF THE CONTRACT PRICE.

No Savings Guarantee. Alternative Solar, LLC neither warrants nor guarantees any cost savings from use of the installed Solar System. Electricity usage and savings are variable, and fluctuate based upon numerous factors such as environment (temperature), utility rates, power used, purchase of electric vehicles or other large draws, loads applied from within and around the property, and other factors. Any or all of these items, among others, can cause a shift in the total amount of power needed to create savings.

Costs; Attorneys' Fees. If the Contract Price is not paid when due, Owner shall pay all costs of collection, including reasonable attorneys' fees.

Disputes. This Contract shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue shall be in Bexar County, Texas. The parties waive their right to a jury. All claims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement, shall be submitted to arbitration in San Antonio, Bexar County, Texas. The rules and procedures of such arbitration will be the Construction Industry Rules of the Judicial Arbitration and Mediation Services ("JAMS") unless the Parties mutually agree in writing otherwise. The decision of the arbitrator(s) shall be final, conclusive and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. In the event of a collection issue filed by Contractor, then Contractor shall retain the option to file in an appropriate court or elect to proceed with arbitration as provided for hereinabove.

Notice to Cancel. When Owner signs this agreement, the owner is officially hiring Alternative Solar, LLC to start the Project and purchase materials, equipment, and expend other sums for the benefit of Owner. If Owner desires to cancel this project within 72 hours of the time of signing, they must do so via email or other form of written communication.

Termination. In the event that Owner desires to terminate this contract after the 72-hour cancellation policy defined above, and in the event that Contractor agrees to such termination, the parties agree that such cancellation shall entitle Contractor to 20%, plus legal fees, of the Contract Price as liquidated damages for its work through the date of said agreed termination.

Complete Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exist between the Parties. This Contract can be modified only by an agreement in writing signed by both Parties.



ATTACHMENT A
LIST OF WORK EXCLUSIONS

Unless specified to the contrary in the Proposal or a Change Order, the services, activities, and work set forth below are excluded from the scope of work required by Contractor pursuant to the Contract:

1. Improve or correct the existing construction of the roof, shingles, roof decking, or generally, to the Owner's structure as necessary to support the Solar System.
2. Provide structural framing for any part of the Property.
3. Upgrade the Property's existing electrical service.
4. Installation of any smoke detectors, sprinklers, or life safety equipment required by any municipal code, state code, or inspectors because of the Solar System installation.
5. Pay for the removal or re-location of equipment, obstacles, or vegetation in the vicinity of the Solar System.
6. Relocate or move items unassociated with the Solar System.
7. Remove or replace existing rot, rust, or insect infested structures.
8. Pay for any costs associated with municipal design or architectural review, or other specialty permits, including cost to attend any public hearings, notification of neighbors, or additional drawings required.
9. Paint electrical boxes.
10. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System.
11. Pay for or correct construction errors, omissions, and deficiencies by the Owner or contractors hired by the Owner.
12. Repair damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor.
13. Remove, remediate, or dispose of any hazardous substances that exist on the Property.
14. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens; and/or,
15. Soil analysis.



NOTICE OF CANCELLATION

4/15/2022

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 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT 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 MERCHANT 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 MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

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 ALTERNATIVESOLAR LLC, AT 1438 PAT BOOKER RD, UNIVERSAL CITY TEXAS 78148 OR OFFICE@ALTERNATIVE-SOLAR.COM NOT LATER THAN MIDNIGHT OF 04/20/2022 .

I HEREBY CANCEL THIS TRANSACTION.

Date: _____ Owner Signature : _____

Date: _____ Owner 2 Signature: _____