



**CONTRACT
ENERGY STORAGE DEVICES**

Date: 6/4/2022

This Contract ("Contract") is hereby entered into by and between Andrew Szakmary
("Customer" or "you"), and ADT Solar, LLC (f/k/a Marc Jones Construction, LLC and Sunpro) ("ADT Solar," "us" or "we").

Job Address 3224 Annunciation Street

New Orleans, LA 70115
(City) (State)

We, Customers, hereby contract with ADT Solar, for the following described work, and authorize ADT Solar to furnish all necessary material, labor and workmanship to install, construct, and place improvements according to the specifications, terms and conditions hereinafter described, at/on our residence. This contract document represent the entire agreement of both parties and supersedes any prior oral or written agreement. Any changes to this Contract must be approved by ADT Solar in writing. Both parties agree that no verbal agreements will be recognized.

SCOPE OF WORK

Install an energy storage device ("Battery") at the Customer's residence comprised of the following components;

1. DESCRIPTION OF PROJECT AND DESCRIPTION OF SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

1.1 Sale and installation of the System at the Property, including the following parts and materials:

1 Enphase Encharge 10kwh Battery Quantity/Brand

1.2 Additional materials and extra work required:

DUTIES OF ADT SOLAR

- ADT Solar shall obtain all county and city permits necessary for the system to be installed.
- Furnish current general liability and worker's compensation insurance upon request.
- Install battery to comply with all applicable codes and requirements.
- ADT Solar shall remove all construction debris and leave the project in a broom clean condition.

CUSTOMER

- The Customer will have no control over or charge of installation means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the installation of the System, since these are solely ADT Solar's responsibility.
- Customer recognizes that ADT Solar is not qualified to offer any tax or legal advice. Customer should consult with a CPA or a qualified tax advisor to ensure Customer receives any local, state or federal incentives that may be available.

Initialed by: Customer ASB Contractor MM



The Battery incorporated into the System is intended to draw 100% of its charge from the solar array. The Battery can provide automatic backup power only to a selected set of essential circuits, and may not power your entire Property. Loads powered by the Battery, and the length of time the loads can be powered are dependent upon the charge of the Battery at the time of a grid outage, the maximum discharge rate of the inverter and the Battery discharge programmed settings as determined by the Homeowner. Homeowner will need to self-manage their consumption patterns and load for both back-up and self-consumption applications.

10-Year Limited Battery Workmanship Warranty (“Battery Workmanship Warranty”): ADT Solar warrants that the Battery will be installed in a good and workmanlike manner according to the reasonable standards of care and diligence generally practiced by solar battery installation companies when installing home energy storage devices of a similar size and type as the Battery in the geographic region where the Property is located and pursuant to the manufacturer’s instruction, applicable law, and requirements of the local permitting and inspection authorities and your utility.

UNKNOWN CONDITIONS

ADT Solar is not responsible for conditions that are encountered at the installation site which are concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist. ADT Solar is not responsible for existing electrical service deficiencies that may or may not be code compliant. Existing electrical service components, including but not limited to, breaker boxes/panels, disconnects, meters, fuse boxes, wiring, conduit and all other necessary components to energize an existing structure are not the responsibility of ADT Solar. At the sole discretion of ADT Solar, ADT Solar may cancel this Contract due to (i) any conditions encountered that impact the performance, installation or code requirements of the System’s installation, or (ii) any other conditions that impact the safe and effective installation of the System.

LIMITATION OF USE

Any incorporated battery to your system is intended to be charged from the solar array, and their discharge for self-consumption purposes only. A battery is not intended for discharge back to the utility grid.

ADT Solar assumes no liability for the technical limitations of any incorporated battery as part of the system, the programming of the battery or inverters, the loads powered by battery, or the length of time those loads can be powered by battery. Homeowner will need to self-manage their consumption patterns and load for both back-up and self-consumption applications of incorporated batteries.

ARBITRATION AND LEGAL

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of any arbitration or litigation relating to this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. If any amounts due under this contract are not paid when due, any such unpaid balances shall be charged interest at the rate of 1 1/2 % per month which is an annual percentage rate (APR) of 18 % per year.

CLASS ACTION WAIVER

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between Customer and ADT Solar alone. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Initialed by: Customer ^{DS} ASB Contractor ^{DS} MM



Energy Storage Device Installation

PAYMENT TERMS

Total Contract Price: \$ 19500

Contract is contingent upon Customer's approval for financing: YES NO

CASH TERMS

Draw 1: Initial down payment at contract signing (.60 %): \$ 1,700.00

Draw 2: Final Payment upon completion of work (.40 %): \$ 7,800.00

Contract Contingencies: _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

DocuSigned by:
Michael Matrana 6/2/2022
ADT Solar Agent Date
Michael Matrana

ADT Solar Agent
DocuSigned by:
Andrew Szakmary- Battery 6/4/2022
Customer's Signature Date
Andrew Szakmary- Battery

Print Name _____
Customer's Signature _____ Date
Print Name _____

AL LIC #34822, AL LIC #26342, AL GC LIC#34822, AR LIC #M-9565, AR LIC #0366250719, AZ LIC #ROC323436, CA LIC #1080382, CO LIC #ME.3000415, CO LIC #EC.0101777, FL LIC #EC13001242, FL LIC #CVC57068, GA GC LIC #GCCO006378, GA LIC #EN218028, GA LIC #GCQA006378, IA LIC #EL206080EC, KY LIC #ME65894, KY LIC #CE65773, LA LIC #49417, MD LIC #14494, MA LIC #200208, MS LIC #21374-MC, MO LIC #2020002756, NE LIC #41475, NE LIC #27034-20, NV LIC #0087805, NJ LIC #13VH11368500, NM LIC #C395254, NM LIC #395254, NC GC #81871, NC LIC #U.32923, OH LIC #49398, OH LIC #48826, OK LIC #186459, SC #CLM115162, SC GC LIC #G122153, TN LIC #73454, TX LIC #TECL31656, UT LIC #12240979-5501, UT LIC #12072714-5502, VA LIC #2705177478, WV LIC #WV060644; ADT Solar is regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.