

Headquarters: 1438 Pat Booker Rd. Universal City, TX 78148 TECL #: 33960

### **Conditional Residential Solar System Agreement**

Contract Date: 3/17/2022		
Owner One Name: Oscar Joseph		
Phone Number: (504) 427-0521 Email: Ojaymagnificent@gmail.com		
Owner Two Name:		
Phone Number:		
Email:		
Property Address: 5163 St Anthony Ave		
City, County, State: New Orleans LA	70122	
city, county, state.		
Agreed Contract Price for Solar System Insta	·	\$ 70831.61
	Sum of All Adders:	\$ 31443.94
	Net Cost of Solar:	\$ 39,387.67
Utility Rebate Assign	ed to Alternative Solar:	\$
Solar System Description: Solar System Size kW: 8.400		
Panel Description (Brand / Wattage): Apto		
Number of Panels: 21		
Estimated Annual Production: 12866		
Adders:		
1) Encharge 3.3kwh, Encharge	6.6kwh, Energy Max, C	ustom Adder
2)		
3)		
4)		
5)		<del> </del>
Signed:		
O		
Oscar Joseph	0 0/1	
Owner	Owner 2 (where applic	able only)
Mary D		
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 <u>Attachment A</u> 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 <u>Attachment A</u> 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



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

<b>Disclosure</b> . In the event Owner uses GoodLeap	to finance Owner's pro	oject, Owner conse	ents to its lender
contacting Owner at the email or phone numbers Own	er has provided to Cont	ract, and that lende	er can do so using
an auto dialer, even if your telephone is a cell phone	or currently listed on a	ny state or nationa	al do-not-call list.
Consent is not required to conduct business with lende	er, and this consent can	be withdrawn at a	ny time by calling
or by mail at:	ı	,	

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



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 entitled 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 Systeminstallation.
- 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.

Enjoy your power!	Owner Initial(s): OJ	<b>!</b> ;	
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ALTERNATIVESOLAR

NOTICE OF CANCELLATION
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 03/22/2022.
I HEREBY CANCEL THIS TRANSACTION.
Date: Owner Signature :
Date: Owner 2 Signature:

Owner Initial(s): OJ ; Enjoy your power!

#### **INSTRUCTIONS:**

Enter information in the empty fields below and send this form to Entergy. **This Standard Interconnection Agreement shall be completed, submitted and approved** before the net metering facility is installed and connected to the Company's Distribution grid. For Questions related to this form, contact your Entergy representative or if you do not have an assigned representative contact 1-800 – Entergy. *The Customer may want to have the vendor of the equipment help fill out this application.* 

#### **STANDARD INFORMATION**

Section 1. Customer Information
Name: Oscar Joseph
Mailing Address: 5163 St Anthony Ave
City: New Orleans State: LA Zip Code: 70122
Facility Location (if different from above):
Daytime Phone: (504) 427-0521 Evening Phone:
Company Customer Account (from electric bill):
Email Address: Ojaymagnificent@gmail.com
Section 2. Generator and Facility Information (Circle correct answer when possible) Note: Attach One-line Diagram (electrical drawing of installation) with this agreement With Location of Accessible Disconnect clearly shown
Customer Type: Residential, Commercial, Other (circle one) Is there an existing interconnected generator at this facility? Yes description attached, No (circle one)
Number of Entergy meters on this house/building 2 or less, 3 or more (circle one)
Is electric service to your location provided from the Entergy Downtown network? Yes No (circle one) (Net metering is prohibited in the Downtown Network)
Do you plan to export power? Yes, No (circle one) Proposed aggregrate generation output rating at this site : kW
Is the unit able to run when Company electricity is unavailable? Yes, No (circle one) Battery Backup Yes description attached, No (circle one)
For Solar Installations: Tilt Angle (°): Azimuth Angle (°): Inverter Size (Total kW)
Number of phases at interconnection point One Phase, Three Phase (circle one)
Voltage at interconnection point 120/240 120/208 277/480 480 (circle one) or other explain
Does the unit  Disconnect intertie within 10 cycles of a service interruption or fault? Yes No (circle one)

Block generator from energizing dead circuits for five minutes after most recent fault?
 Yes No (circle one)

		llowing

	Source of Power Generation: Solar, Solar with battery backup, Wind, Hydro, Geothermal, Biomass, Fuel Cell, Micro turbine, other(circle answer or describe)	Type of Interface ( Inverter, Synchronous, Induction or other(circle answer or describe)
Manufacturer:		
Model:		
Number of Units		
kW Rating (s): (95°F at location)		
Ampere Rating:		Amps AC
Short Circuit Current	(Units 25kW and above -for entire generation system)	Amps
For Battery backup or non- solar u	nits	At interface with utility
kVA Rating (s):(95°F at location)		
Power Factor:		

#### Note:

- 1. Include manufacturer literature describing the specific system(s).
- 2. If more units will be used, complete a separate attachment with the information above.

#### **Certification**

The system shall be installed in compliance with the Building/Electrical Code of the City of New Orleans, Orleans Parish. This system meets the <a href="Entergy Standard Connecting Small Electric Generators to the Entergy Distribution System (less than 500kVA)." latest edition. The interconnection protection system is tested and listed for compliance with the latest published edition of Underwriters Laboratories (UL) 1741 including the anti-islanding test. The system will be installed in compliance with IEEE 929 and or IEEE 1547 as applicable, all manufacturer specifications, the National Electric Code and all local codes. No protection settings affecting anti-islanding have been or will be adjusted or modified.

The system shall be installed in accordance with the attached one-line Diagram and the customer has been given system warranty information, an operation manual, and shall be instructed in the operation of the system.

I hereby certify that all of the information provided is true and correct and the generator will comply with the Interconnection Standard stated above. Customer or installer shall not commence parallel operation of the Facility until the Facility has been inspected and approved by the Company, and until Company has installed a net meter.

Signature of Installer:		Date:	
•	Solar - Nomad (Solatification	s/Credentials:	
City:		Zip Code:	
Daytime Phone:	Projected Install	ation Date:	

#### Section 3. The Net Energy Metering Facility

The Net Energy Metering Facility (the "Facility") meets the requirements of the New Orleans Net Energy Metering Rules (the "Rules").

#### Section 4. Governing Provisions

The parties shall be subject to the provisions of the Rules, the terms and conditions set forth in this Agreement, and the Company's applicable tariff schedules.

#### Section 5. Maintenance and Permits

The customer shall obtain and maintain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities before the facility is interconnected. The Customer shall maintain the Facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

#### Section 6. Interconnection

Company shall furnish and install a Company-approved net meter. Customer shall provide and install a meter socket for the Company's meter and any related interconnection equipment per the Company's technical requirements, including safety and performance standards. To prevent a net metering customer from back-feeding a de-energized line, the customer shall install a Company approved disconnect switch that is accessible to Company personnel at all hours.

Modifications or changes made to a Facility shall be evaluated by the Company prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Company in writing prior to making the modification to the Facility. The Company shall review the proposed changes to the Facility and provide the results of its evaluation to the Customer within thirty (30) calendar days of receipt of the Customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

#### Section 7. Interruption or Reduction of Deliveries

Customer shall deliver the as-available energy to the Company at the Company's meter.

The Company shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, the Company shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

If at any time the Company reasonably determines that either the Facility may endanger the Company's personnel or other persons or property, or the continued operation of the Customer's Facility may endanger the integrity or safety of the Company's electric system, the Company shall have the right to disconnect and lock out the Customer's Facility from the Company's electric system until the Company is reasonably satisfied that the facility can operate in a safe manner.

#### Section 8. **Access to Premises**

The Company may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter.

#### Section 9. **Indemnity and Liability**

Customer shall indemnify Company, its directors, officers, agents, and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The Customer shall, on the Company's request, defend any suit asserting a claim covered by this indemnity. The Customer shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to the party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Company, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or make replacements, additions or betterment to, the Customer's facilities by the Customer or any other person or entity.

All written notices shall be directed as follows: Section 10. Notices

#### **COMPANY**

Attention:

ENTERGY NEW ORLEANS, INC. CUSTOMER RELATIONS DEPARTMENT 1600 Perdido Street New Orleans, Louisiana 70112

#### **CUSTOMER**

Attention:

Name: Oscar Joseph

Address: 5163 St Anthony Ave

ST LA ZIP 70122 City: New Orleans

Customer notices to Company shall refer to the Customer's electric service account number set forth in Section 1 of this Agreement.

#### Section 10. Term of Agreement

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

#### Section 11. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. The Customer shall not assign this Agreement or any part hereof without the prior written consent of the Company, and such unauthorized assignment may result in termination of this Agreement. A customer who takes electric service at a location where a Net Energy Metering Facility already operated under this Agreement may accept the obligations of this Agreement by notifying Company of such acceptance, which the Company may approve in its discretion.

The Customer has read and accepted the jurisdictional rates and regulations.

In cases involving net metering, the installation charge will be as follows: Residential \$50.00 Non Residential: \$75.00 (New Orleans Rate Schedule NM). Any additional work required by the Company other than what has been identified as the installation charge will require the charges for such work to be borne by the Customer and calculated on the specific case.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this	day of	, 20
Signature Customer:		Signature Company: ENTERGY NEW ORLEANS, INC.
Oscar Joseph By: Oscar Joseph		<u> </u>
By: Oscar Joseph'		By:
Title:		Title:
Mailing Address:		Mailing Address:
5163 St Anthony Ave		
New Orleans LA 70122	)	

#### **INSTRUCTIONS:**

Enter information in the empty fields below and send this form to Entergy. **This Standard Interconnection Agreement shall be completed, submitted and approved** before the net metering facility is installed and connected to the Company's Distribution grid. For Questions related to this form, contact your Entergy representative or if you do not have an assigned representative contact 1-800 – Entergy. The Customer may want to have the vendor of the equipment help fill out this application.

#### **STANDARD INFORMATION**

Section 1. Customer Information
Name:_Oscar Joseph
Mailing Address: 5163 St Anthony Ave
City: New Orleans State: LA Zip Code: 70122
Facility Location (if different from above):
Daytime Phone: (504) 427-0521 Evening Phone:
Company Customer Account (from electric bill):
Email Address: Ojaymagnificent@gmail.com
Section 2. Generator and Facility Information (Circle correct answer when possible) Note: Attach One-line Diagram (electrical drawing of installation) with this agreement With Location of Accessible Disconnect clearly shown
Customer Type: Residential, Commercial, Other (circle one) Is there an existing interconnected generator at this facility? Yes description attached, No (circle one)
Number of Entergy meters on this house/building 2 or less, 3 or more (circle one)
Is electric service to your location provided from the Entergy Downtown network? Yes No (circle one) (Net metering is prohibited in the Downtown Network)
Do you plan to export power? Yes, No (circle one) Proposed aggregrate generation output rating at this site : kW
Is the unit able to run when Company electricity is unavailable? Yes, No (circle one) Battery Backup Yes description attached, No (circle one)
For Solar Installations: Tilt Angle (°): Azimuth Angle (°): Inverter Size (Total kW)
Number of phases at interconnection point One Phase, Three Phase (circle one)
Voltage at interconnection point 120/240 120/208 277/480 480 (circle one) or other explain
Does the unit  Disconnect intertie within 10 cycles of a service interruption or fault? Yes No (circle one)

Block generator from energizing dead circuits for five minutes after most recent fault?
 Yes No (circle one)

		llowing

	Source of Power Generation: Solar, Solar with battery backup, Wind, Hydro, Geothermal, Biomass, Fuel Cell, Micro turbine, other(circle answer or describe)	Type of Interface ( Inverter, Synchronous, Induction or other(circle answer or describe)
Manufacturer:		
Model:		
Number of Units		
kW Rating (s): (95°F at location)		
Ampere Rating:		Amps AC
Short Circuit Current	(Units 25kW and above -for entire generation system)	Amps
For Battery backup or non- solar units		At interface with utility
kVA Rating (s):(95°F at location)	-	
Power Factor:	<b></b>	

#### Note:

- 1. Include manufacturer literature describing the specific system(s).
- 2. If more units will be used, complete a separate attachment with the information above.

#### **Certification**

The system shall be installed in compliance with the Building/Electrical Code of the City of New Orleans, Orleans Parish. This system meets the <a href="Entergy Standard Connecting Small Electric Generators to the Entergy Distribution System (less than 500kVA)." latest edition. The interconnection protection system is tested and listed for compliance with the latest published edition of Underwriters Laboratories (UL) 1741 including the anti-islanding test. The system will be installed in compliance with IEEE 929 and or IEEE 1547 as applicable, all manufacturer specifications, the National Electric Code and all local codes. No protection settings affecting anti-islanding have been or will be adjusted or modified.

The system shall be installed in accordance with the attached one-line Diagram and the customer has been given system warranty information, an operation manual, and shall be instructed in the operation of the system.

I hereby certify that all of the information provided is true and correct and the generator will comply with the Interconnection Standard stated above. Customer or installer shall not commence parallel operation of the Facility until the Facility has been inspected and approved by the Company, and until Company has installed a net meter.

Signature of Installer:		Date:	
•	Solar - Nomad (Spadimication	s/Credentials:	
City:		Zip Code:	
Daytime Phone:	Projected Installation Date:		

#### Section 3. The Net Energy Metering Facility

The Net Energy Metering Facility (the "Facility") meets the requirements of the New Orleans Net Energy Metering Rules (the "Rules").

#### Section 4. Governing Provisions

The parties shall be subject to the provisions of the Rules, the terms and conditions set forth in this Agreement, and the Company's applicable tariff schedules.

#### Section 5. Maintenance and Permits

The customer shall obtain and maintain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities before the facility is interconnected. The Customer shall maintain the Facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations.

#### Section 6. Interconnection

Company shall furnish and install a Company-approved net meter. Customer shall provide and install a meter socket for the Company's meter and any related interconnection equipment per the Company's technical requirements, including safety and performance standards. To prevent a net metering customer from back-feeding a de-energized line, the customer shall install a Company approved disconnect switch that is accessible to Company personnel at all hours.

Modifications or changes made to a Facility shall be evaluated by the Company prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Company in writing prior to making the modification to the Facility. The Company shall review the proposed changes to the Facility and provide the results of its evaluation to the Customer within thirty (30) calendar days of receipt of the Customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

#### Section 7. Interruption or Reduction of Deliveries

Customer shall deliver the as-available energy to the Company at the Company's meter.

The Company shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, the Company shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

If at any time the Company reasonably determines that either the Facility may endanger the Company's personnel or other persons or property, or the continued operation of the Customer's Facility may endanger the integrity or safety of the Company's electric system, the Company shall have the right to disconnect and lock out the Customer's Facility from the Company's electric system until the Company is reasonably satisfied that the facility can operate in a safe manner.

#### Section 8. **Access to Premises**

The Company may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter.

#### Section 9. **Indemnity and Liability**

Customer shall indemnify Company, its directors, officers, agents, and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The Customer shall, on the Company's request, defend any suit asserting a claim covered by this indemnity. The Customer shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to the party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Company, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or make replacements, additions or betterment to, the Customer's facilities by the Customer or any other person or entity.

All written notices shall be directed as follows: Section 10. Notices

#### **COMPANY**

Attention:

ENTERGY NEW ORLEANS, INC. CUSTOMER RELATIONS DEPARTMENT 1600 Perdido Street New Orleans, Louisiana 70112

#### **CUSTOMER**

Attention:

Name: Oscar Joseph

Address: 5163 St Anthony Ave

ST LA ZIP 70122 City: New Orleans

Customer notices to Company shall refer to the Customer's electric service account number set forth in Section 1 of this Agreement.

#### Section 10. Term of Agreement

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

#### Section 11. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. The Customer shall not assign this Agreement or any part hereof without the prior written consent of the Company, and such unauthorized assignment may result in termination of this Agreement. A customer who takes electric service at a location where a Net Energy Metering Facility already operated under this Agreement may accept the obligations of this Agreement by notifying Company of such acceptance, which the Company may approve in its discretion.

The Customer has read and accepted the jurisdictional rates and regulations.

In cases involving net metering, the installation charge will be as follows: Residential & Commercial \$100.00 (Louisiana Rate Schedule NM). Any additional work required by the Company other than what has been identified as the installation charge will require the charges for such work to be borne by the Customer and calculated on the specific case.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this	day of	, 20
Signature Customer:		Signature Company: ENTERGY NEW ORLEANS, INC.
Oscar Joseph By: Oscar Joseph		By:
Title:		Title:
Mailing Address:		Mailing Address:
5163 St Anthony Ave		
New Orleans LA 70122		

#### **Certificate Of Completion**

Envelope Id: D116B0455A6D47EFA052C35B94F40F0A

Subject: Solar Closing Documents for Oscar Joseph

Source Envelope:

Document Pages: 17 Signatures: 4 Certificate Pages: 2 Initials: 6

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Docs Team

3049 Executive Way Lehi, UT 84043

**Envelope Originator:** 

Status: Completed

daas@gosolo.io

IP Address: 35.226.245.99

#### **Record Tracking**

Status: Original

3/17/2022 11:11:43 AM

Holder: Docs Team

daas@gosolo.io

Location: DocuSign

### **Signer Events**

Reza Shokohi

reza@nomadsolar.energy

Security Level: Email, Account Authentication

(None)

Signature

Morsus.

Signature Adoption: Drawn on Device Using IP Address: 99.35.34.171

Signed using mobile

**Timestamp** 

Sent: 3/17/2022 11:11:45 AM Viewed: 3/17/2022 11:55:07 AM Signed: 3/17/2022 11:55:35 AM

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Oscar Joseph

Ojaymagnificent@gmail.com

Security Level: Email, Account Authentication (None)

Oscar Joseph

Signature Adoption: Pre-selected Style Using IP Address: 99.35.34.171

Sent: 3/17/2022 11:55:37 AM

Viewed: 3/17/2022 11:56:16 AM Signed: 3/17/2022 12:01:15 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Editor Delivery Events** 

In Person Signer Events	Signature
iii i cisoli oigiici Events	Oignature

**Status** 

**Timestamp Timestamp** 

### **Agent Delivery Events**

### **Status**

**Timestamp** 

### **Intermediary Delivery Events**

## **Status**

**Timestamp** Timestamp

### **Certified Delivery Events**

### **Status Status**

### **Timestamp**

Sent: 3/17/2022 12:01:16 PM

**Carbon Copy Events** 

office@alternative-solar.com

Security Level: Email, Account Authentication

(None)

Office

#### **Electronic Record and Signature Disclosure:**

#### Not Offered via DocuSign

<b>~</b> :		
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COPIED

#### **Timestamp**

#### **Notary Events**

**Witness Events** 

#### Signature

#### **Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2022 11:11:45 AM
Certified Delivered	Security Checked	3/17/2022 11:56:16 AM
Signing Complete	Security Checked	3/17/2022 12:01:15 PM
Completed	Security Checked	3/17/2022 12:01:16 PM
Payment Events	Status	Timestamps