



Benjamin Azan
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3438 Dryades Street
 New Orleans, LA 70115
 United States

Jay Farr
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 jay@southcoastsolar.com

South Coast Solar
 1219 Bluff Road
 Columbia, SC 29201

**AZAN, BENJAMIN - 3438
 DRYADES STREET**

Effective Date: Aug 15, 2022
SCHEDULE A

The Installation and Service agreement governs the terms and use of the following products and services. This contract is to furnish labor and material in accordance with the below scope of work. Any other work to be performed, that is not in accordance with the below specified scope of work, shall be performed at additional charges.

QUANTITY	PRODUCT/SERVICE	TOTAL PRICE
18	SPR-M425-H-AC	\$12,861.18
1	SunPower Invisimount Racking	\$0.00
1	SunPower PVS6 EnergyLink Monitor	\$0.00
1	Vent pipe roof extension flashings	\$0.00
1	Installation of Equipment	\$15,866.82
1	25-Year Installation Warranty	\$0.00
Grand Total:		\$28,728.00



PAYMENT TERMS

Referred by: GAD **System Size: 7.65kw DC/ 6.9kw AC**

Financing: Self Approval #: Plan:

\$11,491.20
\$14,364.00
\$2,872.80

Upon signing of contract
Due upon equipment installation
Due upon energizing of system

*By signing this proposal, you acknowledge that you have received a complete copy of the Equipment Installation and Services Agreement including the Exhibits for your records and that you have read the entire Agreement before signing below. In addition, you agree to the payment terms as set forth above. **Customer eligible for \$750 SPR master dealer rebate.***

A handwritten signature in black ink that reads "Jay Farr". To the left of the first letter "J" is a small red circle containing a white letter "C".

Authorized Signature for South Coast Solar

A handwritten signature in black ink that reads "Benjamin Azan". To the left of the first letter "B" is a small red circle containing a white letter "C".

Authorized Signature for Benjamin Azan

8/16/2022

8/17/2022



SOLAR EQUIPMENT INSTALLATION AND SERVICES AGREEMENT

THIS SOLAR EQUIPMENT INSTALLATION AND SERVICES AGREEMENT (*hereinafter referred to as the “Agreement”*) made and entered into on August 15, 2022 (the “Effective Date”) by and between South Coast Solar, LLC (*together with its successors and assigns hereinafter referred to as “we”, “us” and “our”*) and the undersigned “Owner(s)” (*hereinafter referred to as “you” and “your”*).

NOW, WHEREAS, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and we hereby agree as follows:

- 1. DECLARATION THAT YOU OWN THE PREMISES:** You hereby represent and warrant that you are the owner of the immovable (real) property identified by the municipal address set forth on Schedule A (*hereinafter referred to as the “Premises”*).
- 2. WORK:** We shall directly, or indirectly through one or more affiliated or unaffiliated contractors or subcontractors (collectively, “Contractors”), design and install at the Premises, in service ready condition (the “Work”), the following equipment (collectively, together with all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof, the “Solar Equipment”): the photovoltaic (solar) electricity generating equipment and power inverter(s) identified on Schedule A (or comparable or better equipment), together with all materials and other equipment necessary for the placing into service and use of such equipment, including, without limitation, monitoring and metering devices, and other equipment and materials related thereto, but specifically excluding the electric meter and any other equipment to be provided and installed by or on behalf of any utility company serving the Premises. We shall supervise and direct the Work using the standard of care and degree of skill and attention common to persons performing similar work in the region where the Premises are located. We shall have control over means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. We shall keep the Premises free from accumulation of debris and trash related to the Work and upon completion of the Work will remove our tools, construction equipment, machinery and surplus material and shall properly dispose of waste materials. At the time it is installed, the Equipment will satisfy all applicable requirements to earn available tax credits, including state, federal, and utility. For the avoidance of doubt, the Equipment, once installed, is intended to be immovable property, an integral part of the home, and is not intended to be removed or removable from the Premises.
- 3. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.** We and our consultant’s shall be deemed the authors and owners of our respective representations of the tangible and intangible creative work performed by us and our consultant’s under our respective professional service agreements including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials (“Instruments of Service”), and will retain all common law, statutory and other reserved rights, including copyrights. We hereby grant you a nonexclusive license at no cost to use the Instruments of Service solely and exclusively for purposes of using, maintaining, altering and adding to the installation provided that you make payment of undisputed sums when due under the Agreement; provided further that any addition or alteration by you or at your direction or instruction, excluding those undertaken at our direction, shall void any and all warranties and guarantees under this Agreement.
- 4. INFORMATION AND SERVICES REQUIRED OF OWNER.** Upon our request, you shall furnish all necessary surveys and a legal description of the Premises. Except for permits and fees that are our responsibility under this Agreement, you shall obtain and pay for other necessary approvals, easements, assessments and charges if applicable.
- 5. CONTRACT TIME:** We shall substantially complete the Work within a reasonable amount of time (the “Contract Time”), subject to adjustment as provided in Section 11.
- 6. CONTRACT SUM:** The contract sum is set forth on Schedule A, including unit prices, if applicable (the “Contract Sum”). The Contract Sum shall include all necessary material, labor and workmanship to design, install, construct, and place the Solar Equipment according to specifications, terms and conditions under this Agreement. The Contract Sum shall not include the cost of existing electrical service repair deficiencies that may or may not be code compliant that are not described in this Agreement, which shall be your sole responsibility.
- 7. PAYMENT:** You shall pay us in accordance with the payment terms set forth on Schedule A. Full payment shall be due upon completion of installation of the Solar Equipment and a certified electrical inspection. All payments due and unpaid under this Agreement shall bear interest from the date payment is due at a rate of 1.5% per month or an annual percentage rate (APR) of 18% per year. If we initiate litigation to collect moneys due under this Agreement, you shall additionally pay all reasonable attorneys’ fees and costs of litigation.



8. **TAXES:** We shall pay all use taxes applicable to the installation of the Solar Equipment.
9. **PERMITS, FEES AND NOTICES.** We will obtain, at our cost, the building permit and other permits and governmental fees necessary for proper execution and completion of the Work. We shall arrange and bear costs of tests, inspections and approvals of portions of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
10. **INSURANCE:** We shall provide current worker's compensation and general liability insurance. You shall provide proof of property insurance as may be required by the utility provided to file the interconnection application. Upon request we will provide certificates of insurance showing our coverages prior to commencement of the Work.
11. **CHANGES IN THE WORK; DELAYS.** You, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If we cannot agree to a change in the Contract Sum, you shall pay us our actual cost plus reasonable overhead and profit. If concealed or unknown physical conditions are encountered at the Premises that differ materially from those indicated in this Agreement or from those conditions ordinarily found to exist, the contract Sum and Contract Time shall be subject to equitable adjustment. If we are delayed at any time in progress of the Work as a result of one or more of the following (a) an act or neglect of you or of a third party employed by you, (b) changes ordered in the Work, (c) labor disputes, revolution, civil unrest, war, or any act of terrorism, (d) inclement weather, fire, flood, or other acts of God (as determined by us in our sole discretion), (e) unusual delay in deliveries, (f) unavoidable casualties, (g) work conditions we reasonably deem unsafe, (h) delays in the issuance of any permits, licenses, or the completion of any governmental or third party inspections, (i) delay authorized by you pending resolution of disputes pursuant to this Agreement, or (j) any other causes beyond our reasonable control then the time of completion shall be extended by either: (1) the number of days equal to the duration of such delay upon notice of such event, or (2) such amount of time agreed upon by you and us and memorialized in a written change order.
12. **WARRANTIES AND GUARANTEES:** We warrant that: (1) the Work will be free from defects not inherent in the quality required or permitted; (2) the Work will conform to the requirements of this Agreement; and (3) the Work will conform to UL, NEC and IEEE standards for solar energy systems provided that existing electrical service components, including but not limited to, breaker boxes/panels, disconnects, meters, fuse boxes, wiring, conduit and all necessary components to energize an existing structure are not our responsibility or subject to our warranty. Our warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by us, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Upon our receipt of full payment, we will assign to you all manufacturer's warranties and guarantees with respect to the Solar Equipment which shall include, at a minimum, the manufacturer's warranty substantially in the form attached hereto as Exhibit A. We make no warranty regarding the performance of the Solar Equipment other than those specifically contained in the guarantee as set forth on Exhibit B and C. Any estimates by us regarding cost savings are based upon information provided by you and/or the applicable utility company. We provide no representations, warranties or guarantees related to (i) savings or other benefits to be derived from the Solar Equipment, or (2) storage capacity and discharge rates of battery systems when installed as part of the contract or (3) your ability to claim or receive the benefit of any tax credit. You acknowledge that South Coast Solar does not control the filing of your, or any other claimant's tax return, and hereby waive all claims you may have against South Coast Solar with respect to the disallowance or delay in the honoring of any tax credits for which you may be eligible.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, we shall indemnify you and hold you harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by our negligent reckless or intentional acts or commissions, or of our Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
14. **NOTICE OF YOUR RIGHT TO CANCEL IN DOOR-TO-DOOR SALE:** Pursuant to Federal Trade Commission Rule 16 C.F.R. 429.1, if we or our representative solicited this sale and you enter into this Agreement at your residence or at a place other than our place of business and you do not want the goods or services, you shall have the right to cancel this Agreement any time before midnight of the third business day after you sign this Agreement in accordance with all applicable laws. You must mail or deliver a notice stating that you do not want the goods or services to the address provided in Schedule A. If you cancel, we must return all of your cash down payment, if any.
15. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Louisiana.
16. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable as to a particular circumstance, person, or entity, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected by such invalidity or unenforceability, and this Agreement shall be enforced to the maximum extent permitted by law.
17. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.



- 18. DISPUTE RESOLUTION.** Except as otherwise specifically provided in the Contract Documents, all claims, disputes, and other matters in controversy between Contractor and Owner arising out of or relating to this agreement shall be decided by binding arbitration. The arbitration shall be in accordance with the Construction Industry Rules of the American Arbitration Association then currently in effect. The locale for any arbitration or litigation involving Contractor and Owner shall be in Columbia, SC, unless Contractor and Owner agree to designate another locale to facilitate joinder of parties, to consolidate claims, or for any other reason. The decision of the arbitrator(s) shall be final and binding upon the parties and a judgment upon any award may be entered in any court of competent jurisdiction. The losing party shall be responsible for all attorney fees and court cost of the prevailing party.
- 19. SCHEDULES AND EXHIBITS:** The schedules, appendixes, and exhibits referenced or attached to this Agreement are hereby incorporated by reference, and made a part of, this Agreement.
- 20. CONSTRUCTION:** If more than one Owner is signing this Agreement, each of you is fully and individually responsible for making all payments required by this Agreement and for otherwise complying with the terms and conditions of this Agreement. We may enforce the terms of this Agreement (including payment of all amounts owed under this Agreement) against any one, some or all of you, at our option.
- 21. NON-WAIVER:** No indulgence, waiver, election or non-election by us under this Agreement shall permanently waive any of our rights, and you and we shall be restored to your and our former positions and rights hereunder after any such indulgence, waiver, election or non-election by us.
- 22. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof except as set forth in Exhibit D (if applicable).
- 23. NOTICE & PAYMENTS:** Any notice required by this Agreement other than the notice required in the cancellation of a door-to-door sale pursuant to Section 14 (a “Notice”) and all purchase payments made pursuant to Section 7 of this Agreement or under state law shall be deemed sufficiently given or served five (5) days after being sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:
- | | |
|---|---|
| <p>If to South Coast Solar, LLC to:</p> <p>South Coast Solar, LLC
2605 Ridgelake Drive
Metairie, LA 70002
Telephone: (504) 529-7869</p> | <p>If to Owner(s) to:</p> <p>The address set forth on Schedule A.</p> |
|---|---|
- You and we shall each have the right from time to time to change the place Notice is to be given by giving a Notice of the changed place to the other party. If more than one Owner is signing this Agreement, you each agree that any Notice we send to the Owner(s)’ address described above that is addressed to one of you shall be considered a Notice that has been sent to each and all of you, to the fullest extent allowed by applicable law. Unless applicable law specifically requires otherwise, we will send Notices to the most recent Owner address we have on file for this Agreement and we will not send Notices to more than one Owner’s address.
- 24. EXECUTION IN COUNTERPARTS:** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]



NOTICE OF YOUR RIGHT TO CANCEL IN DOOR-TO-DOOR SALE

Pursuant to Federal Trade Commission Rule 16 C.F.R. 429.1, if we or our representative solicited this sale and you enter into this Agreement at your residence or at a place other than our place of business and you do not want the goods or services, you shall have the right to cancel this Agreement any time before midnight of the third business day after you sign this Agreement in accordance with all applicable laws. You must mail or deliver a notice stating that you do not want the goods or services to the address provided in Section 22. If you cancel, we must return all of your cash down payment, if any. Please see the Notice of Cancellation Form attached as Exhibit D for additional information regarding this right of cancellation.

By signing below, you acknowledge the following: (1) you have received a complete copy of this Agreement, including Exhibits A, B, C, and D to this Agreement, (2) you have read and understood the provisions of this Agreement, and had the opportunity to consult with your legal and financial advisors with respect to this Agreement, and have either done so, or waived such right and opportunity.

THUS DONE AND SIGNED, as of the Effective Date, by:

South Coast Solar, LLC:

By: 

8/16/2022

Name: Jay Farr

Title: Solar Energy Consultant

Owner(s):



8/17/2022

Name: Benjamin Azan Benjamin Azan

_____ (To Be Used only If Multiple Owners of Premises)

Name: _____



INSTALLATION NOTES

Install requires one vent pipe in the middle of the main roof to be capped to vent out of the side of the array...
Meter and main breaker panel located on the right corner of the home directly below the main array.



EXHIBIT D

NOTICE OF CANCELLATION

DATE OF TRANSACTION: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to South Coast Solar, LLC (“South Coast”) 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 South Coast regarding the return shipment of the goods at South Coast’s expense and risk.

If you do make the goods available to South Coast and South Coast 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. If you fail to make the goods available to South Coast, or if you agree to return the goods to South Coast and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice stating that you do not want the goods or services to South Coast Solar, LLC, at 2605 Ridgelake Drive, Metairie, LA 70002 NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature: _____
Buyer’s Name: _____
Date: _____

EXHIBIT A

MANUFACTURER'S WARRANTY INSERTED HERE

10 Year Power Production Guarantee Exhibit B

1. South Coast Solar, LLC. hereby guarantees the annual energy production of the photovoltaic system located at: 3438 Dryades Street
2. New Orleans, LA 70115
3. United States based on the results of the PV Watts performance model developed and operated by the U.S. Department of Energy's National Renewable Energy Laboratory (NREL)
4. South Coast Solar, LLC. Guarantees your solar electric systems annual kilowatt-hour (kWh) energy yield to meet or exceed 8619 kWh each year (the annual kWh yield) for a period of 10 years. An adjustment shall be applied to the guaranteed annual kWh yield in the amount of 1% per year to allow for performance loss due to power degradation of the installed solar modules. If a systems annual energy production over a 365 day period equals less than 95% of the guaranteed amount, SCS will pay twice (2x) the difference based on the average cost per kWh for the given production cycle multiplied by the kWh shortfall. If a systems annual energy production over a 365-day period is equal or greater than the predicted annual kWh yield the surplus kWh are carried over to the following year's calculation.

Guaranteed annual kWh production shall be based on a 365-day year to accurately reflect a complete production cycle. For the purpose of calculating any payments owed on this guarantee South Coast Solar will use the homeowner's electricity billing statements from their utility company to verify average costs per kWh over the same production cycle. Monitoring software provided by South Coast Solar will be used to determine an accurate annual kWh yield for the system(s) located at the above address (Homeowner is responsible for maintaining connection to the internet if monitoring software is internet based).

5. Future shading issues not identified that materially reduce the production of the Solar Equipment will void this power production guarantee including but not limited to: new construction or renovations, future tree growth, or other obstacles that may shade portions of the solar energy array. It is the homeowner's responsibility to maintain at a minimum the shading conditions present when the system was installed.
6. Existing Shading Description: minimal to none

Percentage loss 0.5%

Site Survey Technician Aurora Date August 5, 2022

1. The Power Production Guarantee ("PPG"), is for complete fully operational solar energy system installed by South Coast Solar, LLC. Any alterations or modifications not directed or performed by South Coast Solar, LLC., any form of damage, temporary shading or existing shading (that did not previously exist when "PPG" was placed in force) or any other new conditions not previously identified or listed in the "PPG" including future climate change, will void this agreement in whole or in part at South Coast Solar's sole discretion,.

South Coast Solar Agent: Jay Farr Start Date: November 28th Upon energizing system

Exhibit C

South Coast Solar Limited Warranty

Installation of the solar energy system: Subject to the exceptions outlined below, South Coast Solar (“SCS”) warrants the workmanship of the installation of the Solar Equipment to be free from defects resulting from normal application, use, and service conditions for a period of Twenty Five (25) years from the Final Completion date (“Warranty Period”). This limited warranty only covers the workmanship to install the equipment. SCS will assist in processing warranty claims for client in the event of a claim for associated equipment covered by a manufacturer’s warranty. If the equipment malfunctions or becomes inoperable during Warranty Period, SCS will perform an evaluation to determine the cause and if in its sole discretion it concludes that such failure is due to its workmanship, SCS will create a mutually agreeable plan to repair at its sole cost and expense. In all other instances, SCS shall be entitled to payment at SCS’s published rate for the evaluation, and any repairs it undertakes at its published rate.

Installation of the battery storage system: Subject to the exceptions outlined below, South Coast Solar (“SCS”) warrants the workmanship of the Project to be free from defects resulting from normal application, use, and service conditions for a period of ten (10) years from the Final Completion date (“Warranty Period”). This limited warranty only covers the workmanship to install the Project, although SCS will assist in processing warranty claims for client in the event of a claim for associated equipment covered by a manufacturer’s warranty. If the Project malfunctions or becomes inoperable during Warranty Period, SCS will perform an evaluation to determine the cause and if in its sole discretion it concludes that such failure is due to its workmanship, SCS will create a mutually agreeable plan to repair at its sole cost and expense. In all other instances, SCS shall be entitled to payment at SCS’s published rate for the evaluation, and any repairs it undertakes at a cost that is mutually agreeable to the parties.

Transferability of this Warranty: Subject to the exceptions outlined below, this warranty shall be transferrable at any time from the Owner to subsequent purchaser for the remainder of the warranty term, provided the solar system is not altered or damaged by a third party or moved from its originally installed location.

Assignment of Warranty: Assignment of all warranties shall be made in accordance with the relevant Contract Terms.

What is not covered under this Warranty

Failures not related to SCS’s installation services: If SCS is notified of a potential warranty claim to repair or replace components of the Work where SCS determines its workmanship is not at fault, the cost associated with non-warranted services will be paid at SCS’s published rate by the Owner and not covered by this warranty.

Systems that have been altered, relocated, or serviced by unauthorized parties: Moving, altering, relocating the Project from its original installed state by parties not authorized by SCS, and/or repairs by unauthorized third parties shall void this warranty, and SCS expressly disclaims any liability for any costs, defects, or damages related therewith.

Additional Warranty Exclusions: If SCS determines, in its sole discretion, that the Project and/or Work has been subject to misuse, neglect, accident, or damage through abuse, alteration, failure to follow SCS’s or manufacturers’ operation and maintenance instructions, or unauthorized repairs, this will render this warranty null and void. Furthermore, this warranty does not cover damage due to acts of God, power failures, surges, lightning, fire, flood, hailstorms, insect, pest, or rodent damage, and other events beyond SCS’s reasonable control. Warranty coverage does not include any transportation costs for the return of components or reshipment of any repaired or replaced components beyond what is provided by the manufacturers’ warranty.

Warranty Claim Procedure: Claims under this warranty will be considered if submitted by registered or certified mail to South Coast Solar Warranty Claims Department, 2605 Ridgelake Dr. Metairie, LA 70002, within a reasonable time, but in no event more than 30 days after the discovery of any defect covered by this warranty. Specific details of all such claims must be in writing. Further, to be considered under this limited warranty, SCS and/or its agents must be permitted a commercially reasonable opportunity to examine and analyze the workmanship claimed to be defective prior to making the determination authorized herein.