



## Contract

This Contract is made and entered into on 10/25/2022, by and between Eli J. Gay and Terry E. Childers-Gay, hereinafter designated as the Owner, and Solar Alternatives, Inc., hereinafter designated as Contractor. This agreement replaces all previous agreements regarding this project.

Contractor represents and warrants that Solar Alternatives, Inc. is a legal corporation authorized to perform the work described herein. Owner represents and warrants that s/he is the owner of the property described below upon which the described work will be performed.

### §1 – THE WORK

Contractor agrees to provide materials and installation for PV Solar Installation (the "Work") in a workmanlike manner and in accordance with the System and Equipment Description to the property located at 2127 General Pershing Street New Orleans, LA 70115 (the "Property") for the sum of \$ 42,000 in accordance with §7 below.

#### System & Equipment Description

- 29x Q-Cell or equivalent solar PV Panels
- 29x Enphase IQ8A Microinverters
- Combine 2 meters to 2127 Meter
- Installation, configuration, monitoring system and permits/inspections
- Includes operational manuals, system documentation, and information necessary for tax credit application. Owner will be trained in use of a monitoring system (if applicable) and maintenance.

The Work does not include any additional costs such as amounts for change orders, extra work, overages, and/or escalated costs of materials in accordance with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement, including the below sections §§2-18, in two original duplicates by their signatures below:

**Solar Alternatives, Inc:**

DocuSigned by:  
Ellie Olsztynski sales rep Ellie Olsztynski  
D9F6B09877AE413...  
Date: 10/25/2022

**Owner:**

DocuSigned by:  
Eli James Gay customer Eli James Gay  
C1FA268C7C7C4C2...  
Date: 10/25/2022

**Owner:**

DocuSigned by:  
Terry E. Childers-Gay customer Terry E Childers-Gay  
A6BAA7B45DB14A5...  
Date: 10/25/2022

Contractor License LA 50148, MS 21453-MC, TX 35385

**§ 2 – COMMENCEMENT OF WORK**

Work will commence promptly and complete within 90 days, barring unforeseen delays.

**§ 3 – CONSUMER’S RIGHT TO CANCEL**

Owner may terminate this Contract without penalty within three (3) business days of signing this agreement. In the event that Owner desires to terminate Contract before the Work begins, Owner shall give written notice of cancellation to Contractor.

**§ 4 – DELAY IN PERFORMANCE**

Contractor shall not be held responsible or liable for any delay in performance or failure of performance when the delay or failure is due to or caused by conditions beyond the Contractor’s control such as strikes, adverse weather conditions, inability to get materials, or other cause or conditions.

**§ 5 – WAIVER OF CONSEQUENTIAL DAMAGES**

The Owner waives claims against Contractor for consequential damages arising out of or relating to this Contract.

**§ 6 – THE OWNER’S OBLIGATIONS**

The Owner agrees to obtain all necessary or required approvals and/or acknowledgements from any Architectural or Historical Board, Committee, Society, or Homeowners Association with jurisdiction over the Work, and agrees to defend, indemnify and hold harmless Contractor from and against any claims by said Boards, Committees, Societies, or Associations as a result of Owner’s failure to comply with this provision.

**§ 7 – DEPOSIT, PAYMENTS/DRAWS**

The Owner shall make any and all payments to the Contractor within fourteen (14) days of receipt of request from Contractor, or else Owner shall be considered in default.

A deposit shall be paid by Owner to Contractor to secure performance of the Work on the Property. The deposit shall be non-refundable and shall be paid upon execution of this Contract.

\$ 7500 Deposit

       Cash Sale

The owner shall make payments upon request of the Contractor in accordance with the following schedule:

\$                      Start of labor at the Property

\$                      Due upon substantial completion

\$                      Final Payment due upon "Permission to Operate" by the utility

X 3rd-Party Financed Loan

Lender Credit Human Term 20 Rate 5.99%

Solar Alternatives has assisted Owner in acquiring outside financing for the Work. Owner agrees to process the initial payment authorization for this financing without delay to secure performance of the Work on the Property. Owner shall process the final payment authorization upon request of the Contractor upon substantial completion of the work. Substantial completion of the work is defined as installation of a complete working system that has passed inspections. A complete working system does not include a utility-installed net meter for purposes of this Agreement.

## **§ 8 – PARTIAL DRAW**

In the event Contractor has substantially performed the work necessary to make a particular stage draw as listed above, but one or more items have not been completed due to circumstances beyond Contractor's control, then Contractor shall be entitled to a partial draw in an amount equal to the percentage of such stage completed by Contractor.

## **§ 9 – DEFAULT BY OWNER**

If payments are not made timely as described in §7 of this agreement, Owner shall be in default, and owe to the Contractor the unpaid balance, together with interest from the date payment is due until paid, at a rate of twelve percent (12%) annually. The parties agree that if the Owner defaults on this Contract, the Contractor shall be entitled to all costs for enforcing this Contract, including but not limited to reasonable attorneys' fees, as well as case preparation and court costs. In the event of Owner's default, Contractor may suspend work without penalty until Owner cures such default. Contractor shall be under no obligation to perform any warranty or any other work until Owner cures all defaults. Owner shall be in default if Owner fails to pay any draw to Contractor within five (5) days of its due date; or Owner fails to execute a written acceptance and substantial completion.

## **§ 10 – CHANGE ORDERS**

Owner and Contractor agree that changes or overages to the work shall be made in writing and signed by both parties. If contracted material or equipment is unavailable, Contractor reserves the right to substitute with that of equal or better value.

## **§ 11 – CONCEALED CONDITIONS**

The Contractor is not responsible or liable for any type of neglect or omission by the Owner. Contractor shall not be responsible or liable for any pre-existing conditions to the property that are not covered in this agreement which require correction, i.e. insufficient structure support, water leaks, electrical issues, etc.

## **§ 12 – INSURANCE**

Prior to the commencement of the Work, the Contractor agrees to obtain a certificate of worker's compensation insurance, a certificate of commercial general liability insurance, and a certificate of automobile liability insurance, all effective in the state where work is to be completed.

## **§ 13 – NOTICE**

Before undertaking any repair or employing another to undertake repair of Contractor's work under this agreement, or before instituting any action for breach of warranty or contract, the Owner agrees and obligates to give Contractor written notice, by registered or certified mail, within 30 (thirty) days after knowledge and/or discovery of any alleged breach or defect and to allow Contractor at least five (5) business days after Contractor's receipt of such notice to respond to same notice and/or to inspect the alleged defects and at least thirty (30) business days from date of inspection or response in which to correct and/or repair those alleged defects mutually agreed upon and provided materials are available. Owner further understands and agrees that this notice shall set forth all alleged defects and/or claims of Contractor's breach. Failure to provide said notice will bar recovery of the same.

## **§ 14 – WARRANTY**

Contractor warrants for the period of ten (10) years, or the duration specified in the attached Company Warranty, that all labor will be performed in a workmanlike manner and conform to industry standards. This warranty shall exclude any materials or products that are subject only to the manufacturer's warranty. This warranty further excludes: portions of the property upon which Contractor performed no work; any unforeseen condition, defect, deficiency, or lack of fitness on any portion of the property that existed prior to commencement of work or that exists through no fault of Contractor, including but not limited to termite or water damage. Owner agrees and understands that Contractor assumes no liability nor

responsibility to correct and/or repair any condition, defect, deficiency, or lack of fitness as to portions of the property upon which Contractor performed no work.

5-Year Limited Roofing Penetration Warranty. Solar Alternatives warrants against roof damage and water infiltration at each roofing penetration made by Solar Alternatives in connection with the installation of the System and the surrounding area of each such penetration (collectively, the "Covered Roof Areas"). Solar Alternatives will repair damage to your roof and repair or compensate You for actual physical damage to Your property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas.

## **§ 15 - FINANCING**

For Work to be paid by Extended Term Financed Loan, the following terms apply:

### **Financing Disclosure for Long-Term Loans**

The first monthly payment on the loan is due approximately 60 days after installation. The calculation of the monthly payments for the first 18 months following installation (which includes the first 17 payments) (the "Initial Period") assumes that you will pay down the loan during the Initial Period by 26%. If you make aggregate principal payments in such amount during the Initial Period, your monthly payments following the Initial Period will remain the same as during the Initial Period. If during the Initial Period you elect to pay principal in an amount that is less than 26% of your loan amount, your monthly payment beginning upon conclusion of the Initial Period and throughout the rest of the term of the Loan will be increased to amortize the full principal loan balance (which would be greater than the originally assumed amount) over a period which is effectively 18 months shorter. Conversely, if you pay down greater than 26% of the principal balance during the Initial Period, your monthly payments following the conclusion of the Initial Period will be reduced to reflect the payment of a lesser principal balance than originally assumed for the balance of the term. Please carefully review the details of your loan, including the payment amounts, provided in your loan agreement.

### **Tax Disclosure**

As the purchaser and owner of a solar photovoltaic system, you may qualify for certain federal, state, local or other rebates, tax credits or incentives (collectively, "Incentives"). If you have any questions as to whether and when you qualify for any Incentives and the amount of such Incentives, please consult and discuss with your personal tax or financial advisor. Your finance company and Solar Alternatives make no representation, warranty or guaranty as to the availability or amount of such incentives.

## **§ 16 – NOTICE OF LIEN RIGHTS**

Owner agrees and acknowledges that Contractor is about to begin improving Owner's residential property according to the terms and conditions of this Contract and that Contractor retains lien rights in accordance with the prevailing state and local law.

## **§ 17 – MEDIATION**

Claims, disputes, or other matters in controversy arising out of or related to this contract shall be subject to mediation as a condition precedent to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at Mediation Arbitration Professional Systems ("MAPS") in Metairie, Louisiana. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. All claims shall be resolved in accordance with La. R.S. §9:4101 et seq., and the MAPS Rules of Mediation.

## **§ 18 – ARBITRATION**

A claim subject to but not resolved by mediation shall be subject to arbitration which shall be administered by Mediation Arbitration Professional Systems ("MAPS") of Metairie, Louisiana in accordance with La. R.S. §9:4201 et seq. A demand for arbitration shall be made in writing, delivered to the other party to this contract, and filed with MAPS. A demand for arbitration must be made no earlier than with the filing of a request for mediation.

## **§ 19 – GENERAL CONTRACT PROVISIONS**

This contract, and all of the rights and duties of the parties arising from or relating in any way to the subject matter hereof, shall be governed by, construed, and enforced in accordance with the laws of the State wherein construction is completed. If there is a dispute arising out of or relating to this contract, venue shall be in the County or Parish in which the work is being performed. This Contract may be executed in counterparts, with each counterpart considered an original, but when signed and delivered to the other party, each shall constitute one and the same executed agreement.

— END OF CONTRACT —



## Checklist of Your Solar PV Installation

- Sign contract and pay deposit
- File net meter application and agreement with utility
- Obtain permits (building, electrical, etc.)
- Electrical installation (disconnects, breakers, panels, etc.)
- Solar installation (racking, panels, etc.)
- Progress payments
- Pass inspections
- Final Payment
- Installation of web-based performance communications  
*(The property owner must have internet service as well as a router with an available Ethernet port.)*
- Delivery of owner's manual and documentation to qualify for tax credits
- Utility installs "net meter"  
*(The utility company will charge a one-time installation fee of \$50-100 on the first bill following installation of the net meter.)*

**Note:** This checklist is not part of the contract between the Owner and Contractor. This is a generalized list of items—projects normally allow for some variation in the sequence of events. Your installation may involve special requirements or require a specific sequence.





## Notice of Cancellation

Date: 10/25/2022

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 A TELEGRAM, TO Solar Alternatives Inc at 5804 River Oaks Rd S Harahan LA 70123 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_ (date)

\_\_\_\_\_ (buyer's signature)

For Texas Residents:

- No confession of judgment or waiver of rights under Texas Statutes Title 12, Chapter 601 (regarding cancellation of contract rights).
- Acknowledgement from customer that contractor orally informed of rights to cancel. V.T.C.A., Bus. & C. § 601.152



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