



Vivint Solar Developer, LLC

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The Notice of Cancellation may be sent to this address.

# Residential Solar Energy System Purchase Agreement

(Home Improvement Contract)

## Customer Name & Contact Information:

Name(s):

Email:

Primary Phone:

Account Number:

## Installation and System Information:

Installation Location:

System Size:  kW DC

Approx. Installation Start and Completion Date:

Date of Customer Signature:

## Contract Price:

**Total Contract Price**

**\$**

### Our Promises:

- We will design and install a solar energy system.
- The system's solar panels carry a 25-year performance warranty, and the inverters carry a minimum 20-year equipment warranty.
- Our work will be free from material defects, and our roof penetrations will be watertight, for 10 years.
- We will fix or pay for any damage we cause to your property or belongings related to installing the system.
- We will make system production information available and provide warranty support for up to 20 years.

### Your Commitment:

- Pay us the Total Contract Price as described in Section 2.
- Confirm that you own the property and your roof is in good condition.
- Respond promptly to our sales and support teams when scheduling and completing paperwork.
- Continue service with your utility for any energy you use beyond the system's production.
- Maintain a broadband internet connection so we can make system production information available, and notify us if you sell your property.

Vivint Solar Developer, LLC (EIN: 80-0756438) is a licensed contractor in each state in which we operate including Rhode Island, Contractor Registration Nos. 40944 and A-004959.

For information about our licenses please visit <http://www.vivintsolar.com/licenses>.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE.

**YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE 888.567.8688. SEE PRESCREEN & OPT-OUT NOTICE BELOW FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.**

## Schedule of Progress Payments:

| Progress Payments    | Amount<br>(including applicable sales tax) | Due Date   | Payment Options                             |
|----------------------|--|--|---|
| Down Payment         | \$   | Paid no later than the Transaction Date.   | Check or Automatic Payment Deduction (ACH). |
| Installation Payment | \$   | Required to be paid prior to scheduling System installation, and after site survey, design, engineering, permitting and equipment procurement is complete. |   |
| Final Payment        | \$   | Becomes due after installation, and must be paid no later than ten (10) days after we receive Permission to Operate from your Utility.                     |   |

## Your Right to Cancel or Terminate:

The law requires us to inform you that you are free to cancel this Agreement within three business days of the Transaction Date. After those three business days have expired, if you do not wish to proceed then Vivint Solar will allow you to terminate this Agreement before we begin work at or near your Property associated with installation of your System, or work associated with any Ancillary Products Addendum, whichever is earlier. See [Section 9](#) of the General Provisions for more information.

# Residential Solar Energy System Purchase Agreement

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This RESIDENTIAL SOLAR ENERGY SYSTEM PURCHASE AGREEMENT (this “SPA”), which includes the General Provisions included further below (the “GP”), any Ancillary Products Addendum or Addenda (each, an “APA”); any Maintenance Services Agreement (“MSA”), and any Environmental Attributes Transfer Agreement (“EATA”; together with the SPA, GP, and any APA or MSA, collectively, this “Agreement”), is entered into as of the last date on the Signature Page below (the “Transaction Date”), by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company (“Vivint Solar”, “Seller”, “we”, “us”, “our”) and the undersigned CUSTOMER(s) (“Customer”, “you”, “your”). Vivint Solar and you are referred to herein as the “Parties”, and each, a “Party”.

## 1. Description of the project and of the significant materials to be used and equipment to be installed.

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### (a) Our Work

#### **We will design and install a solar energy system.**

We will survey your home at the address you provided above (the “Property”) and design a solar energy system (including solar panels, inverters, meters, and other components, the “System”). The System may include energy storage, consumption monitoring, and energy management equipment or devices, along with other items as described in one or more APA. All such ancillary products or services will be part of the definition of “System” for purposes of this Agreement, unless designated otherwise. We will provide you a document reflecting the design, layout and basic attributes of the System for you to review and approve (the “Customer Packet”).

After you review and approve the Customer Packet and sign this SPA, we will (i) obtain all necessary permits for the installation of the System, (ii) install the System using our qualified and licensed employees or subcontractors in material compliance with all local requirements for building permits, inspections, and zoning, (iii) after installation, work with your municipality to inspect the System, (iv) submit all necessary paperwork to your electric utility provider (the “Utility”) to receive permission to operate (“PTO”), and (v) after receipt of PTO, activate and turn on the System (the “In-Service Date”). If we use subcontractors to install the System, we will provide you with their names and license numbers. Subject to the delays of permitting authorities, weather, and other conditions outside our control, installation of the System generally takes one (1) day and is anticipated to start and be complete no later than the Approximate Installation Start and Completion Date described on the first page. We cannot promise or guarantee the date your Utility will provide PTO. YOU ARE NOT ALLOWED TO TURN ON THE SYSTEM UNTIL THE UTILITY HAS GIVEN ITS PERMISSION TO OPERATE. YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE SYSTEM. Upon installation of the System, you shall bear risk of loss associated with the System. After payment in full, legal title to the System will transfer to you.

### (b) Extra Work

You and we must agree in writing to any modification or addition to the work covered by this Agreement (“Extra Work”). Extra Work related to the System will be governed by a written change order (each, a “Change Order”). Extra Work not directly related to the System, or in addition to the System, shall be governed by an optional APA, and/or an optional MSA. However, failure to obtain written authorization shall not affect your obligation to pay for our costs associated with the Extra Work.

Any Change Order shall (i) list the agreed price and any changes in terms, (ii) be signed by both you and us, and (iii) become part of this Agreement. For any Extra Work performed, you shall pay to us an amount to be determined before the Extra Work is performed, plus ten percent (10%) for our overhead expenses, unless the Change Order provides differently. Any payments for Extra Work shall be deemed an increase to the Total Contract Price, and payable to us pursuant to the terms of this Agreement.

### (c) Exclusions from Work

Except as explicitly set forth in this Agreement, we are not responsible for: (i) changes or alterations from this Agreement and the Customer Packet that may be required by applicable law, requirements of government agencies, or your Utility; (ii) correction of an inadequate existing electrical supply or structural components of your Property; (iii) prior unpermitted work at your Property; (iv) any work required due to your Property not complying with current standards or codes; (v) any trenching or excavation required for installation; and (vi) the removal of asbestos or the costs of an investigation to determine whether asbestos is present. Unless expressly set forth in this Agreement, you represent to us that the Property's roofing and electrical systems are adequate for the System and the work to be performed pursuant to this Agreement. Any work necessary to correct or add the above items will be considered Extra Work.

### (d) Discretionary Design Change

We may, in our sole discretion, redesign the System to: (i) exclude one (1) solar module, or its equivalent wattage not to exceed 350 watts, or to increase the size of the system including, without limitation, by installing more solar modules or increased efficiency solar modules whose wattage may exceed those reflected in the Customer Packet, and/or (ii) modify the location of the installation of the System on the roof at the Property without a Change Order.

## 2. Price and Payment

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Total Contract Price: 

You agree to pay us the Total Contract Price plus all applicable taxes, in the amounts and on the dates specified on the Schedule of Progress Payments (shown above ↑ on Page 2).

You may finance the Total Contract Price by entering into a financing agreement with a third party we identify for you (the "*Financing Party*"). If you choose to satisfy your payment obligations hereunder by entering into an arrangement with a Financing Party, you understand that you are directly contracting with such Financing Party and not Vivint Solar. Notwithstanding any arrangement with a Financing Party, you will remain obligated for the full Total Contract Price until we have received full payment. You agree to make payments under this agreement in the manner you have selected in **Section 1** of the "General Provisions" that follow.

We make no representation or warranty to you as to the availability, amount, or ability to claim any credits, rebates, incentives, tax benefits, or certificates that are attributed or related to the System or environmental attributes thereof (collectively, the "*System Interests*"). We are not a financial or tax advisor. If you have any questions concerning the System Interests: (i) contact the relevant agency or organization providing the System Interests, and (ii) consult with a financial or tax planning professional.

### 3. Customer Obligations

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#### (a) Your Representations and Warranties

You represent, warrant, and agree that each of the following is true and correct, and will remain true and correct from the Transaction Date through the In-Service Date (the “**Term**”):

- (i) all information you have provided to us is true, correct, and complete;
- (ii) you own the Property, including the roof, in fee simple (in other words, you have full and exclusive ownership rights to the Property), or if your Property has been placed into a trust, you are the trustee;
- (iii) your roof is in good condition and repair, without material defects, sufficient to support the System;
- (iv) you are at least eighteen (18) years of age;
- (v) you have had the opportunity to review and discuss this Agreement with anyone you choose;
- (vi) if there is more than one person signing this Agreement, each of you is responsible for it (jointly and severally);
- (vii) you have customary property and liability insurance covering the Property; and
- (viii) you have or will obtain all approvals necessary for us to install the System, including from your home owners association, your mortgage lender, or your insurer.

#### (b) Your Property

**At all times, you must keep your roof and home in good condition.**

You are responsible to ensure that your Property (including all electrical systems and the roof) is maintained in good condition and repair and in compliance with all permits, codes, and ordinances. We are not responsible for any existing violations of applicable building regulations or ordinances on your Property. You agree that we are not responsible for any damage or loss to your Property, personal property, fixtures, or other belongings caused by: (i) snow falling from your roof; (ii) animals or other pests under or near the System; (iii) other natural events or acts of god outside our reasonable control; or (iv) your Property not complying with applicable law. You are required to notify us of any easements, restrictions, or home owners association requirements.

You hereby grant to us the right to access and use your Property to survey your roof and your home’s electrical systems, install the System, to enforce our rights under the Agreement, and to take any other action reasonably necessary under this Agreement. The foregoing rights of access to your Property shall constitute a license coupled with an interest and will be irrevocable until the end of the Term and our receipt of payment in full.

#### (c) Taxes

**You are responsible for all taxes related to the System and this agreement.**

You are responsible for all taxes assessed on or arising from purchase, installation, or ownership of the System, including all sales (which may be included as part of the Total Contract Price), use, and personal property taxes and real property taxes associated with your Property. Where applicable, you may be eligible for an exemption from any increase to real property taxes on your Property associated with installation of the System.

## 4. Defaults

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### (a) Customer Default

You will be in default (i.e., breach) under this Agreement upon the occurrence of any of the following (each, a “**Customer Default**”):

- (i) you fail to make any payment under this Agreement and such failure is not cured within ten (10) calendar days of when payment is due;
- (ii) you fail to perform any other obligation under this Agreement and such failure is not cured within thirty (30) days after we give you written notice of such failure;
- (iii) your bankruptcy, insolvency, or admission of your inability to pay your debts as they mature;
- (iv) your Property becomes subject to a foreclosure proceeding; or
- (v) you deny us access to your property or fail to cooperate with us to successfully install the System.

### (b) Default Remedies

Upon a Customer Default, we may exercise any of the following remedies:

- (i) terminate this Agreement and demand you pay the Default Payment, as that term is defined in **Section 10** of the General Provisions;
- (ii) disconnect or take back the System as permitted by applicable law;
- (iii) engage a collection agency to collect payments from you;
- (iv) report your default to credit reporting agencies;
- (v) suspend our performance under the Agreement; and/or
- (vi) exercise any other remedy available to us in this Agreement or under applicable law.

Our remedies set forth in this section are cumulative and not exclusive.

### (c) Seller Default

We will be in default (i.e., breach) under this Agreement if we fail to perform any material obligation under this Agreement and the effect of such failure is not cured within thirty (30) days after you give us written notice of such failure (“**Seller Default**”).

If a Seller Default occurs and is continuing, you may terminate this Agreement and request removal of the System from your Property. Upon a Seller Default, we will refund to you the Total Contract Price less all costs we have incurred. You have no right to claim damages as a result of the termination of this Agreement, except for the actual costs to remove the System (if we fail to remove the System), and any damages to your Property that we cause in connection with removal of the System.

# **Residential Solar Energy System Purchase Agreement – General Provisions**

These GENERAL PROVISIONS (the “GP”), shall be interpreted with, and incorporated by reference in, the Residential Solar Energy System Purchase Agreement (the “SPA”) and any Ancillary Products Addenda (each, an “APA”) between you and Vivint Solar Developer, LLC, and any Maintenance Services Agreement (the “MSA”) between you and Vivint Solar Provider, LLC, each of which shall be governed, as applicable, by this GP. Capitalized terms in this GP not otherwise defined shall have the meaning given them in the SPA.

The SPA, this GP, and any APA, MSA or EATA, along with the Customer Packet, any Change Orders, and any amendments or addenda between you and any Vivint Solar entity shall be considered part of one transaction (the “Agreement”).

## **1. Payment**

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You agree to make payments under the SPA by (please select one):

- ☐ AUTOMATIC PAYMENT DEDUCTION FROM YOUR DESIGNATED CHECKING ACCOUNT
- ☐ PERSONAL CHECK

You may update your payment information any time by calling us or by visiting [account.vivintsolar.com](https://account.vivintsolar.com).

## **2. Governing Law**

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This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the internal laws of the state where the Property is located.

## **3. Limitation of Liability**

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Notwithstanding any breach of this agreement, any failure of the system, or any negligent act that caused any injury or loss (whether property damage, personal injury, or death) to anyone, to the fullest extent permitted by applicable law, we and you agree that, unless such injury or loss was caused by a party’s gross negligence, fraud, willful injury, or violations of law, such party’s liability arising out of or relating to (1) system repairs or replacement under this agreement, shall in no event exceed the default payment, and (2) damage to persons and property, shall in no event exceed \$2,000,000. You and we agree that this amount is a fair representation of the damages that you or we expect to incur in the case of any injury or loss hereunder. To the fullest extent permitted by applicable law, neither you nor we may bring a claim against the other party or such party’s affiliates, owners, directors, employees, agents, contractors, or successors and assigns (collectively, the “related parties”) for any special, exemplary, indirect, incidental, consequential, or punitive damages (whether or not the claim therefore is based on contract, tort, duty imposed by law, or otherwise), in connection with, arising out of, or in any way related to the transactions contemplated by this agreement or any act or omission or event occurring in connection therewith. You further agree that no claim, lawsuit, or any other legal or arbitration proceeding in connection with, arising out of, or in any way related to this agreement may be brought more than one (1) year after the incident giving rise to such claim, or as limited by applicable law.



## 4. Indemnification

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To the fullest extent permitted by applicable law, you agree to indemnify, advance expenses, and hold harmless us and our Related Parties from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature in connection with, arising out of, or in any way related to your breach of this Agreement, or your negligence or willful misconduct. Your indemnification obligations under this section shall not apply if the harm or damage that is the basis for such claim occurred while one of our employees or agents was at your Property and such harm or damage was caused by the negligence or willful misconduct of such employee or agent.

## 5. Arbitration of Disputes and Class Waiver

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Unless prohibited by applicable law and unless you opt out, you and we agree that any Party may elect to arbitrate or require arbitration of any Dispute (as defined below). You also agree to bring claims against us only in your individual capacity and YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

- **What is arbitration?** *An alternative to a court case.* In arbitration, a third party arbitrator ("**TPA**") solves "Disputes" in a hearing. It is less formal than a court case.

- **Is it different from court and jury trials?** *Yes.* The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. The arbitrator's findings are binding, and courts rarely overturn arbitration awards.

- **Who does this cover?** *You, us, and certain Related Parties* (defined above). Either you or we may, without the other's consent, elect to resolve disputes by mandatory, binding arbitration.

- **What Disputes does this cover?** *All Disputes (except certain Disputes about this Clause).* This governs all disputes that would usually be decided in court and are between us (or any Related Party) and you, including without limitation all claims related to this Agreement, the System or our relationship with you ("**Disputes**"). Disputes include claims related to amendments, Change Orders, APAs and MSAs, collections, privacy and Customer Information, and claims related to the validity of this Agreement AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.

- **Who handles the arbitration?** *JAMS.* The arbitration company will be JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.org](http://www.jamsadr.org).

- **What are the rules of the arbitration?** *Those in this Clause along with the JAMS Rules.* Arbitrations are conducted under this Clause and the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses and Minimum Standards of Procedural Fairness, which set forth certain protections to you (including a maximum filing fee). Any other arbitration rules that conflict with this Clause do not apply.

- **Can Disputes be brought in court?** *Sometimes.* Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court.

- **Where will the arbitration hearing be held?** *In your hometown area.* You can find more information in the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, which is available here - <https://www.jamsadr.com/consumer-minimum-standards>.



**-Are you giving up any rights? Yes.** For Disputes subject to this Clause, you give up your right to:

- have juries decide Disputes;
- have courts, other than small-claims courts, decide Disputes;
- serve as a private attorney general or in a representative capacity;
- join a Dispute you have with a dispute by other consumers;
- bring or be a class member in a class action or class arbitration; and
- a jury trial and to have courts decide Disputes you wish to arbitrate.

**- Can you or another consumer start class arbitration? No.** JAMS is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Clause must be decided in an INDIVIDUAL arbitration or an individual small-claims action. This Clause will be void if a court rules that the TPA can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.

**- What law applies? The Federal Arbitration Act ("FAA").** This Agreement involves interstate commerce. THUS, the FAA governs this Clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

**- Will anything I do make this Clause ineffective? No.** This Clause stays in force even if you: (1) cancel this Agreement; (2) default, renew, prepay or pay the Agreement in full; or (3) go into or through bankruptcy.

## 6. Force Majeure

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If either you or we are unable to perform any obligation under this Agreement because of a Force Majeure Event, such affected Party will be excused from performance affected by such Force Majeure Event. "*Force Majeure Event*" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight, such Party could not reasonably have been expected to avoid, and is unable to overcome, including, *but not limited to*, action or inaction by a governmental authority or Utility or failure to obtain or maintain a permit, license, consent, or approval (provided that such action has been timely requested and diligently pursued), labor dispute, flood, earthquake, volcano, fire, lightning, wind, war, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power surge caused by someone other than the affected Party, or failure of equipment not under the control of the affected Party. In no event shall a Force Majeure Event excuse you from any of your payment obligations under this Agreement.

## 7. Amendments and Waivers

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This Agreement (including all exhibits and notices attached hereto) may only be amended or modified by an instrument in writing signed by both you and us.

## 8. Entire Agreement

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This Agreement constitutes the entire agreement between you and us, and supersedes all prior oral and written communications relating hereto. If you sign an SPA, APA, MSA after the Transaction Date relating to the same Property and System, the later-signed SPA, APA or MSA shall supersede and replace the prior-signed SPA, APA or MSA, respectively, in its entirety, and any other agreement, amendment or addendum will modify the specific agreement or agreements it is intended to modify, according to its terms. For the avoidance of doubt, a later-signed SPA supersedes and replaces a prior- signed SPA, a later-signed APA supersedes and replaces a prior-signed APA, and a later-signed MSA supersedes and replaces a prior-signed MSA.

## 9. Termination

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**(a) Your Termination Rights.** You may terminate the Agreement after your right to cancel under the Notice of Cancellation has expired if: (i) a Seller Default has occurred as set forth in **Section 4(c)** of the SPA; or (ii) you inform us in writing of your desire to terminate, by the same method set forth for cancellation, before the earlier of commencement of work at or near your property associated with installation of the System, or commencement of work associated with an APA or MSA. Depending on the products or services, the APA or MSA may require that you pay a termination fee (the “*Termination Fee*”). Consult the APA or MSA for more details.

**(b) Our Termination Rights.** We may terminate this Agreement prior to commencement of installation work by delivering written notice of termination to you.

**(c) Consequences of Termination.** Unless we transfer the System to you, we will remove the System, if it has been installed, within ninety (90) days after any termination or cancellation of this Agreement. If we elect to terminate this Agreement, we will have no further liability to you, and will refund any amounts you have paid.

## 10. Default Payments

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If this Agreement is terminated for any reason, other than if this Agreement is cancelled pursuant to the Notice of Cancellation, terminated pursuant to **Section 9**, above, or terminated due to a Seller Default, you agree to pay us an amount equal to the sum of the Contract Price, any other amounts you owe us, our reasonable attorney’s fees, and our other costs and losses, less any amounts you have paid (collectively, the “*Default Payment*”). YOU AGREE THAT THE DEFAULT PAYMENT FAIRLY REFLECTS THE VALUE OF THE SYSTEM AND IS A FAIR REPRESENTATION OF THE DAMAGES AND LOSSES THAT WE MAY INCUR AS A RESULT OF A CUSTOMER DEFAULT.

## 11. Data concerning you, the System, and your Property

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We may collect and store: nonpublic personal information about you, the System, your energy usage, your credit report, and other related information; and may install, operate, and maintain a device on your Property that we may use to collect and store information about your energy use and related information (collectively, “*Data*”). We may use any software related to operation of the System. We may use Data and access software to measure performance of the System. You agree that we may use, store, and disclose the Data to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, acquirers, along with equipment manufacturers and suppliers associated with your System. We will use certain administrative, physical and technical safeguards to maintain the integrity and security of Data we obtain and control. However, it is possible that other persons will access Data despite our efforts. So long as no Customer Default has occurred or is continuing under the Agreement, we will make certain Data available to you via the Vivint Solar Account Center, available at <https://account.vivintsolar.com>.

You agree that we may share your name, contact information, Property location, and other information we have collected or obtained about you, including the Data (“*Customer Information*”) with our affiliates (including Vivint Inc. and its affiliates). You authorize us, our affiliates, and others that may act on our behalf to make calls and send SMS text messages to you for marketing and other business purposes. You may opt-out of receiving marketing communications by calling or emailing our customer service department at [help@vivintsolar.com](mailto:help@vivintsolar.com).

## 12. Our Transfer

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We may assign, sell, or transfer (in whole or in part) this Agreement without your consent and without notice. If an assignee agrees in writing to assume all of our rights and obligations under this Agreement, we will have no further liability or obligation to you upon the effective date of such assignment.

## 13. Binding Effect

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This Agreement shall be binding upon and benefit you and us and our and your respective legal representatives, successors, and permitted assigns. Except as expressly provided in this Agreement, you may not assign this Agreement (or any of your obligations or rights under it) without our prior written and signed consent. Any purported

assignment by you without our prior written and signed consent shall be null and void.

## 14. Survival

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After termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or cancellation shall survive.

## 15. Severability

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If any provision of this Agreement is held to be invalid, prohibited, voidable, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, voidable, or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

## 16. Counterparts

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This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one instrument. A facsimile or portable document format ("pdf") shall constitute an original for purposes hereof.

## 17. Publicity

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You agree and hereby authorize us to use your and your Property's voice, photograph, video, and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording. We will not disclose your personally identifying information (except as provided in [Section 11](#)).

## 18. System Hazards

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The System may contain hazardous materials, which could pose dangers related, but not limited, to health hazards, fire hazards, high-voltage hazards, mechanical damage, severe personal injury and even death. Please consult the manufacturer's user's manual and warranty materials for handling and operation information, as well as guidance on proper disposal.

## 19. Autodialed Telephone Calls and Text Messages

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You consent to receive autodialed telephone calls and SMS text messages from us, our affiliates, our contractors, or on our behalf at the mobile telephone number provided below. These telephone calls and SMS text messages may include promotional material related to our services or others' products and services, which may be sent using an automatic telephone dialing system. You understand that you are not required to agree to receive telephone calls or SMS text messages as a condition of entering into this Agreement. Standard call and text message charges may apply from your wireless provider.

## 20. Credit Authorization

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In connection with the execution of this Agreement and at any time during the Term, you agree that we may (a) obtain your credit rating and consumer report from credit reporting agencies; (b) report your payment performance to credit reporting agencies; and (c) disclose this and other information to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers.

## 21. Warranties

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(a) **Our Limited Warranty.** Unless provided otherwise in your state-specific disclosures at the end of this document, we will warranty all of our work associated with installation of the System (but not including any work performed or equipment installed under any APA), as follows:

(i) unless the System is installed on a tar-and-gravel or built-up roof, then the System will be free from material

defects that we cause in workmanship, and any rooftop penetrations we make in connection with installation will be watertight, for ten (10) years after installation is completed;

(ii) if the System is installed on a tar-and-gravel or built-up roof, then the System will be free from material defects that we cause in workmanship for ten (10) years after installation, and the roof will be free from damage we cause that results in a roof leak for twelve (12) months after installation.

To make a claim, please contact us at [help@vivintsolar.com](mailto:help@vivintsolar.com) or 877.404.4129. This warranty gives you specific legal rights, and you may have other rights which vary from state-to-state.

**(b) Manufacturer Warranties.** We do not provide any warranty with respect to any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, the limited warranties described above. The System's solar panels carry a minimum manufacturer's warranty that: (1) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (2) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The inverters that convert the solar energy produced by the panels from variable direct current (DC) into a utility frequency alternating current (AC) carry a minimum twenty (20) year equipment warranty.

**(c) Warranty Exclusions.** The limited warranties set forth above in **Section 21(a)** do not cover problems resulting from: (i) your acts or omissions, including your failure to abide by the terms of this Agreement; (ii) exposure to harmful materials and chemicals; (iii) any Force Majeure Event (as such term is defined above); (iv) vandalism, theft, or tampering with the System by anyone; (v) damage caused by hail or ball strikes; and (vi) any other cause beyond our reasonable control. Our warranty and maintenance obligations may be transferred to a third party. If you have elected not to purchase an optional MSA, you may be billed for onsite diagnostic and/or maintenance services that are not covered by the limited warranties set forth above.

**(d) Administrative Support Services.** So long as you comply with this agreement, beginning at the In-Service Date and continuing for twenty (20) years thereafter (the "*Administrative Services Term*"), we will perform the following administrative and warranty support services (the "*Administrative Services*"):

- (i) We will make information about the production of your System available to you at [account.vivintsolar.com](https://account.vivintsolar.com).
- (ii) To the extent that manufacturer warranties cover replacement and repair of equipment used in a System during the Administrative Services Term, we shall use commercially reasonable efforts to process and submit warranty claims on your behalf.

You agree to provide the System with continuous access and connection to a functioning broadband connection at your cost throughout the Administrative Services Term. You also agree to notify us at least thirty (30) days prior to any sale or transfer of your Property.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. EXCEPT AS SET FORTH IN THIS **SECTION 21**, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE OF A DURATION NO GREATER THAN THAT OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

## 22. Disconnection

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There may be circumstances where we are required to turn off or disconnect the System due to requirements of the Utility or government authority or conditions on your Property that may affect the safe operation of the System.

## 23. Our Insurance

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**(a) Commercial General Liability Insurance (CGL).** As of the Transaction Date, Vivint Solar Developer, LLC and our affiliates carry commercial general liability insurance written by Axis Specialty Europe (Policy No. 3776500116EN) in the amount of \$1,000,000 per occurrence. You may call Axis at 353.632.5900 to check our insurance coverage, or visit [www.vivintsolar.com/insurance](http://www.vivintsolar.com/insurance).

**(b) Workers' Compensation Insurance.** As of the Transaction Date, Vivint Solar Developer, LLC and our affiliates carry workers' compensation insurance for all employees written by Zurich American Insurance Company (NAIC #: 16535) and American Zurich Insurance Company (NAIC No.: 40142) in the amount of \$1,000,000 per occurrence. You may call Zurich American Insurance Company and American Zurich Insurance Company at 800.382.2150 to check our insurance coverage, [www.vivintsolar.com/insurance](http://www.vivintsolar.com/insurance).

**(c) Property Insurance.** As of the Transaction Date, Vivint Solar Developer, LLC and their affiliates carry property insurance for all Vivint Solar properties written by GCube and Travelers - Lloyds Shared Program (Policy No. P16GR00830) in the amount of \$1,000,000 for occurrences during installation. You may call Diversified Insurance Company at 801.325.5000 to check our insurance coverage, [www.vivintsolar.com/insurance](http://www.vivintsolar.com/insurance).

## 24. Incentives and Tax Credits

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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 you qualify for any Incentives, please consult with your personal tax or financial advisor.

Under Section 25D of Title 26 of the United States Code, the federal government allows certain taxpayers to claim a credit for "qualified solar electric property expenditures" made by taxpayers during the applicable tax year a qualified system is placed in service (i.e., after your System is ready and available for use and after the Utility has granted you PTO). In addition, systems that incorporate storage technology that are charged by a renewable energy system may be eligible for this Incentive under certain circumstances. For more information, generally, regarding this Incentive, please visit: <http://energy.gov/savings/residential-renewable-energy-tax-credit>. For more information about how the Incentive may apply to a battery storage system, please visit: [www.nrel.gov/docs/fy17osti/67558.pdf](http://www.nrel.gov/docs/fy17osti/67558.pdf). To access the applicable IRS form used to claim this Incentive in years' past, please visit <http://www.irs.gov/uac/Form-5695>, - Residential-Energy-Credits.

## 25. Prescreen and Opt-out Notice

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This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from us and other companies, call the consumer reporting agencies toll-free, 888.567.8688; or write: Experian Opt Out, DMA Mail Preference Service, P.O. Box 643, Carmel, NY 10512; Transunion Opt Out Request, P.O. Box 505 Woodlyn, PA 19094; Equifax Information Services, LLC, P.O. Box 740123 Atlanta, GA 30374-0123, or visit [www.optoutprescreen.com](http://www.optoutprescreen.com).

## 26. Electronic Records and Acknowledgment of General Provisions

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You may be entitled by law to receive certain information “in writing”. However, you agree that all information, documents, disclosures, notices, and agreements between you and us will be in electronic form (collectively, “*Electronic Records*”). You further agree that we may use and obtain from you electronic signatures (such as by clicking, checking, or signing using a digital pen) in the processing of Electronic Records. We will provide the Electronic Records to you by emailing them to you at the most recent e-mail address that we have on file and/or by making Electronic Records available to you at [account.vivintsolar.com](https://account.vivintsolar.com). You must notify us of any change in your e-mail address. If we send an Electronic Record to you, but you do not receive it because the most recent e-mail address that we have on file for you is incorrect, out of date, blocked by your service provider, filtered by your service provider as “spam” or “junk mail”, or you are otherwise unable to receive the Electronic Record, we will be deemed to have provided the Electronic Record to you. You must have a computer with an Internet connection, a compatible web browser, Adobe Acrobat Reader version 8.0 and above, and a valid and accessible e-mail account. You may request a paper copy of any Electronic Record, and we will send your paper copy to you via U.S. mail within ninety (90) days. You may opt-out of receiving Electronic Records by calling or emailing our customer service department at [help@vivintsolar.com](mailto:help@vivintsolar.com).

BY CHECKING THIS BOX, YOU AGREE TO RECEIVE DISCLOSURES FROM US ELECTRONICALLY, OTHERWISE AGREE AND ACKNOWLEDGE THAT YOU HAVE REVIEWED THESE GENERAL PROVISIONS AS DESCRIBED IN SECTION 26, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

BY CHECKING THIS BOX, YOU AGREE TO ARBITRATE AND WAIVE THE RIGHT TO A JURY TRIAL AS DESCRIBED IN SECTION 5, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE. [Do not initial if you live in Pennsylvania, and see below instead]

BY CHECKING THIS BOX, YOU AGREE AND OPT-IN TO RECEIVING TELEPHONE CALLS AND TEXT MESSAGES AT THE FOLLOWING TELEPHONE NUMBER AS DESCRIBED IN SECTION 19, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

BY CHECKING THIS BOX, YOU AGREE THAT WE MAY SHARE INFORMATION ABOUT YOU WITH OUR AFFILIATES, AND THAT OUR AFFILIATES MAY CONTACT YOU AS DESCRIBED IN SECTION 11, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

[SIGNATURE PAGE FOLLOWS]



## Signature Page and Notice to Customer(s)

A. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT. These documents are incorporated into this Agreement and apply to the relationship between you and us: (i) Residential Solar Energy System Purchase Agreement, (ii) General Provisions, (iii) Customer Packet; (iv) Maintenance Services Agreement, as applicable; and (v) Ancillary Products Addenda, as applicable.

**BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THE CUSTOMER PACKET, AND APPROVE THE SYSTEM IT DEPICTS, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.**

B. WE HAVE NOT GUARANTEED, PROMISED OR OTHERWISE REPRESENTED ANY REDUCTION IN ELECTRICITY COSTS IN RELATION TO THE SYSTEM THAT WILL BE INSTALLED ON YOUR PROPERTY.

C. IT IS NOT LEGAL FOR US TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REMOVE GOODS INSTALLED UNDER THIS AGREEMENT.

D. **CUSTOMER'S RIGHT TO CANCEL.** YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE TRANSACTION DATE. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. DO NOT SIGN BELOW UNLESS WE HAVE GIVEN YOU THE "NOTICE OF CANCELLATION".

E. YOU MAY TERMINATE THIS AGREEMENT AFTER YOUR RIGHT TO CANCEL EXPIRES AND BEFORE THE EARLIER OF COMMENCEMENT OF WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM WORK ASSOCIATED WITH AN APA OR MSA. YOU MAY BE REQUIRED TO PAY A TERMINATION FEE AS SET FORTH IN THE APA OR MSA.

F. YOU RISK THE LOSS OF ANY PAYMENTS MADE TO A SALES REPRESENTATIVE.

G. **DO NOT SIGN THIS AGREEMENT IF THIS AGREEMENT CONTAINS ANY BLANK SPACES.** You are entitled to a completely filled in copy of this Agreement, signed by both you and us, before any work may be started.

| REPRESENTATIVE:        | CUSTOMER(S):        |
|------------------------|---------------------|
| Signature: _____       | Signature: _____    |
| Printed Name: _____    | Printed Name: _____ |
| Salesperson No.: _____ | Date: _____         |
| Date: _____            | Signature: _____    |
|                        | Printed Name: _____ |
|                        | Date: _____         |

**FOR OFFICE USE ONLY**

THIS AGREEMENT IS NOT EFFECTIVE NOR BINDING UPON VIVINT SOLAR DEVELOPER, LLC UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE.

**VIVINT SOLAR DEVELOPER, LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Processing No: \_\_\_\_\_



# Notice of Cancellation

(Vivint Solar Copy)

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Transaction Date:  Service Number:

You may cancel this transaction, without any penalty or obligation, within three (3) business days after the transaction 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 (10) 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 the seller 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 seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (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 the seller, or if you agree to return the goods to the seller 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 cancellation notice or any other written notice, or send a telegram, to Vivint Solar Developer, LLC, at 1800 W Ashton Blvd, Lehi, UT 84043, Attn: Processing Department prior to .

I hereby cancel this transaction.

Date:

Customer's Signature:

**BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE OF CANCELLATION AS OF THE TRANSACTION DATE, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.**

# Notice of Cancellation

(Customer Copy)

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Transaction Date:  Service Number:

You may cancel this transaction, without any penalty or obligation, within three (3) business days after the transaction 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 (10) 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 the seller 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 seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (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 the seller, or if you agree to return the goods to the seller 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 cancellation notice or any other written notice, or send a telegram, to Vivint Solar Developer, LLC, at 1800 W Ashton Blvd, Lehi, UT 84043, Attn: Processing Department prior to .

I hereby cancel this transaction.

Date:

Customer's Signature:

# Rhode Island Disclosures

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1. **Our Licenses:** Vivint Solar Developer, LLC (EIN: 80-0756438) is a licensed contractor in Rhode Island, Contractor Registration Nos. 40944 and A-004959. For information about our licenses please visit <http://www.vivintsolar.com/licenses>.

2. **Notice to buyer:**

***(1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full, unpaid balance due under this agreement and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, that shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the attached notice of cancellation form for an explanation of buyer's rights.***

3. **Notice of Cancellation:**

. You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, your cancellation notice must state that you do not wish to be bound by the agreement and mailed by registered or certified mail not later than midnight three (3) days following the buyer's signing the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. All cancellations must be mailed to:

VIVINT SOLAR DEVELOPER, LLC,  
1800 W ASHTON BLVD, LEHI, UT 84043  
ATTN: PROCESSING DEPARTMENT

For more information, see the Notice of Cancellation attached to the SPA.

4. **Notice of Possible Mechanic's Lien:**

To: .

The contractor is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon the land at under contract with you. This is a notice that the contractor and any other persons who provide labor and materials for the improvement under contract with the contractor may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the contractor receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land. Failure to adhere to the provisions of this subsection may result in a one thousand dollar (\$1,000) fine against the contractor and shall not affect the right of any other person performing work or furnishing materials of claiming a lien pursuant to Chapter 34-28. However, such person failing to provide such notice shall indemnify and hold harmless any owner, lessee or tenant, or owner of less than the fee simple from any payment or costs incurred on account of any liens claims by those not in privity with them, unless such owner, lessee or tenant, or owner of less than the fee simple shall not have paid such person.

5. **Insurance:** The insurance described above in Section 23 meets the requirements of Rhode Island law.

**BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THESE DISCLOSURES, AND  
AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.**