

# Solar PV Purchase Contract

#### **Parties**

## OWNER (Buyer):

Brandon Gallas 4430 9th St NW Washington, DC 20011 Phone: (202) 905-1661 Email: gallasb@yahoo.com

#### PROJECT SITE:

4430 9th St NW Washington, DC 20011

#### CONTRACTOR (Seller):

Solar Solution LLC 4700 14th St NW Washingon, DC 20011 www.solarsolutionlic.com

#### SALES CONSULTANT:

Ben Breiterman Phone: (202) 448-5199

E-mail: bbenjamin@solarsolutionllc.com

#### **AGREEMENT**

This Agreement is made <u>April 27, 2015</u>, between <u>Brandon Gallas ("Owner"</u>) and Solar Solution, LLC ("Contractor").

The Owner owns the real property located at 4430 9th St NW, Washington, DC ("Property") and desires Contractor to install a solar photovoltaic electric system on the Property.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Contract Work.</u> Contractor agrees to furnish all labor and materials and to perform the work necessary for the installation of the System (as defined in Exhibit B), in accordance with all applicable laws and regulations, at the Property ("Contract Work"). The Contract Work does not include roof repair or reinforcement, engineering, painting, electrical panel upgrades, drywall repair, trench digging or any other construction, repair service or work other than that set forth in the description of Contract Work for the System that is attached hereto as Exhibit A and made a part hereof.
- 2. <u>Price</u>. Owner agrees to pay Contractor **\$17,325,00** for the performance of the Contract Work ("Contract Price") as set forth in the following subsections.
  - a. A deposit of thirty percent (30%) of the Contract Price shall be due and payable upon execution of this Agreement, and shall be applied as partial payment of the Contract Price.
  - b. A final payment of seventy percent (70%) will be due upon Substantial Completion of construction, which includes connection into the electrical service panel and when all necessary paperwork has been submitted to the proper utility company.
  - c. The terms and pricing of this Agreement are valid for one hundred and eighty (180) days from the effective date of this Agreement, after which time if Owner has not performed or has delayed performance of the contract due to events outside the control of the Contractor, the terms and pricing shall expire and can be extended only upon mutual agreement of the parties. In the event of expiration in accordance with this subsection, all monies paid shall be refunded to Owner less reasonable expenses incurred by the Contractor within thirty (30) days of the date of expiration and/or termination.

i		When Due
Deposit	2	Signing of Contract (\$2,598.75 Due Before Constrution)
Final Payment	<b>\$12,127.50</b>	After Installation Complete

3. Access. Owner agrees to cooperate fully in the performance of the Contract Work and to provide unobstructed, safe and convenient access to the roof or other areas upon which the System is to be installed. Owner will be responsible for removing or covering any items inside or outside the structure that might be soiled or damaged by the performance of the Contractor. Except as may be provided pursuant to historic district regulations or restrictions, Owner represents and warrants that there are no restrictions or covenants of which Owner should reasonably be aware that would prevent the installation of the System.

- 4. <u>Time</u>. The Onsite Installation at the Property, as set forth in Exhibit A, shall commence no sooner than four (4) weeks after payment of the amount called for in Paragraph 2A and after all permits and approvals have been obtained. The parties estimate that the Contract Work will be substantially completed within two (2) weeks after the commencement of the Onsite Installation at the Property, notwithstanding that which is reasonably beyond Contractor's control.
- 5. <u>Warranty</u>. Contractor warrants the installation of the System against defects in workmanship for a period of ten (10) years following the conclusion of the installation of the System on the Property. The warranty does not cover power outages not caused by Contractor, damage normally covered by homeowners insurance such as damage caused by falling trees or limbs, or normal wear and tear of the roof and the substructure.
- 6. <u>Siding or Electrical System</u>. The warranty also does not cover problems caused by animals, by improper maintenance of the structure or the System or by any action of a party other than the Contractor. In the event the Owner discovers a defect in the System within the warranty period, Owners shall notify Contractor in writing at the address first noted above, providing a complete description of the nature of the defect. Contractor will correct any defect covered by the warranty and repair the System within 30 days of receipt of such notice at no additional cost to Owner. If it is necessary to repair or replace any part of the System, Owner shall cooperate fully with the Contractor to provide for safe and efficient repair process. Contractor makes no warranty, express or implied, except as expressly set forth herein.
- 7. <u>Site Condition</u>. If there are latent or unanticipated conditions of the site that would affect the safety of the Contract Work, require reinforcement or repair of the roof or structure, or materially increase the cost of the Contract Work, the parties may agree upon an additional price for the Contract Work or either party may terminate this Agreement. Should such termination occur, any monies paid by Owner to Contractor shall be fully returned within 15 (fifteen) business days of said termination.
- 8. <u>Liability</u>. Contractor shall be liable only for damage to the installation area of the System and shall not be liable for damage to old, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations; provided, however, that Contractor agrees to inform the Owner as soon as possible of any damage discovered during the installation process. Contractor's aggregate liability to Owner shall be limited to amounts paid by Owner to Contractor under this Agreement. Contractor shall hold Owner harmless for any bodily injury suffered by Contractor or Contractor's personnel (including, but not limited to, subcontractors) during the installation process. Owner shall bare the roof, walls and floors and otherwise make areas necessary for performance of the Contract Work accessible to Contractor. The parties waive all claims against each other for incidental and /or consequential damages arising out of or is any way relating to the Agreement.
- 9. <u>Past Due Payment Policy</u>. In the event that any payment due pursuant to Paragraph 2 of this agreement is late, interest shall accrue at the rate of two percent (2%) per month or the maximum amount permitted by law on any outstanding balance. In the event the Contractor engages an attorney for collection of past due amount, Owner shall be responsible for all Contractor's cost and reasonable attorneys' fees. If any payment due pursuant to this Agreement remains unpaid for more than one hundred and twenty (120) days after such payment was due, Owner grants the contractor the right to enter the Property and remove the system or any part thereof, provided the Contractor shall notify Owner in writing of its intent to remove the System and allow Owner thirty (30) days from the date of such notice to cure its default and pay the past due amount. There shall be a fifty dollar (\$50) charge for returned checks.
- 10. <u>Mediation</u>. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mediation under the guidelines of the State or District. (Host's Initial)
- 11. Owner's Right to Cancel. In addition to other termination rights provided herein, if this agreement was solicited at or near your residence and you do not want the goods or services; you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this contract. The notice must be mailed to: Solar Solution, LLC, 4700 14<sup>th</sup> St. Washington DC, 20011. If you cancel within 3 business days, the seller will return all down payments.

I hereby cancel this transaction.	(Date)

- 12. Representations of Contractor. The Contractor represents and warrants that it is a private limited liability corporation duly formed, validly existing, and in good standing under the laws of the State, that it is licensed, bonded and insured, and has all requisite power and authority to execute and deliver this agreement and to perform its obligations and consummate the transactions contemplated hereunder. In addition, Contractor represents and warrants that its signatory to this agreement is duly authorized to execute this agreement in connection with any work in the District of Columbia, the Commonwealth of Virginia, Maryland, North Carolina, South Carolina, Georgia and Texas.
- 13. <u>Miscellaneous</u>. This agreement constitutes the complete and exclusive statement of the agreements between the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended with out the written consent of the parties. This agreement shall be governed by the law of the jurisdiction in which the Contract Work is performed.
- 14. <u>Buy-Back Guarantee</u>. Contractor will purchase photovoltaic solar system from customer at a price of \$1 per Watt for up to 10 years after system is commissioned.
- 15. <u>New Home Guarantee</u>. Contractor will remove and reinstall the solar system if customer decides to move to a new home within the metropolitan area for a flat fee which is determined on amount of travel.
- 16. New Roof Guarantee. We will remove and reinstall panels if you need to replace your roof with a new roof at a flat fee of \$500for the first 10 years after installation of system. Customer must coordinate with contractor for specific dates.

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IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date first above written.

Owner

4/27/15

Solar Solution LLC

By:

Title: MEMBER

## **EXHIBIT A**

#### **CONTRACT WORK**

- 1. Preliminary site approvals
  - · Obtain proper building permits (including, but not limited to, historic district permits) and electrical permits.
  - · Prepare drawings and one-line diagrams.
  - Obtain interconnection approval with the interconnecting utility provider, including the submission of any paperwork necessary to
    obtain the appropriate meter from utility.
  - Perform a shading analysis to incorporate into energy production forecasting.
  - · Confirm roof layout and design mark-out roof layout.
- 2. Onsite Installation at the Property
  - Order appropriate materials and equipment and deliver to the site.
  - Prepare roof for installation (not including roof repair or reinforcement).
  - · Install modules and support structure.
  - · Wire modules together and join at junction boxes.
  - · Install conduit from junction boxes to inverter location and to utility interconnection point
  - · Mount and wire inverters.
  - Run and test system on site to confirm that installation is complete and system is fully operational.
  - · Conduct quality assurance walkthrough with owner.
  - · Provide and review installation manual with owner for operation, monitoring and safety features of system.
- 3. Final Approvals
  - · Obtain required inspection approvals from appropriate authority.
  - · Notify utility of final inspection approval.
- 4. Post Installation (within thirty (30) days of the date of installation).
  - If SREC's are available in current market, and being brokered with Solar Solution, we will register the system with PJM GATS.
  - Provide Owner with appropriate county and federal tax forms, and any other incentive information needed for followup.

# **EXHIBIT B**

## THE PHOTOVOLTAIC ELECTRIC SYSTEM

The equipment and components listed below shall collectively be referred to as the "System". In addition to the racking/mounting system, the project shall consist of:

- 21 Canadian Solar CS6P-250P PV Module
- 21 Enphase Energy M215-60-2LL-S2x-NA (208V) Inverter

Solar Solution LLC

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