

Solar Installation Agreement

This **Solar Installation Agreement** (the *Agreement*) is between EKO SOLAR.LLC the undersigned solar installation contractor, a corporation organized and existing under the laws of the state of GEORGIA, with its principal office located at 1018 Ferndale st. Stone Mountain, Ga, 30083, referred to herein as **Contractor**, and the undersigned Owner(s), herein referred to as **Owner**.

Whereas, Owner desires Contractor to install a solar panel system on Owner's property (*Owner's Property*) located at _____
_____; and

Whereas, Owner has certified to Contractor, and does hereby certify, that _____ (*name of Owner or Co-owners*) is/are the true and lawful Owner(s) of Owner's Property; and

Whereas, the solar panel system is referred to herein as the *System* and is outlined on **Exhibit B** to be installed on at the project address, which is Owner's Property;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Sole Agreement. This Agreement is the sole agreement being made between Contractor and Owner. No guarantees by any third party nor any verbal arrangements or modifications to this Agreement by Contractor are binding upon Contractor unless confirmed in writing by an authorized representative of Contractor. Contractor is an independent contractor, serving as installer/contractor only. Contractor shall use its own tools and equipment, and shall perform the work specified in **Exhibit B** independent of supervision, being responsible only for completion of the work as outlined herein.

II. Effective Date. THIS SOLAR INSTALLATION AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL SIGNED BY OWNER AND CONTRACTOR, AND A COPY HAS BEEN PROVIDED TO THE OWNER (the *Effective Date*).

III. Installation; Cost. Owner and Contractor acknowledge that the System to be installed at Owner's Property will be designed, constructed, installed, tested and interconnected by Contractor (the *Installation*). The cost to Owner for the Installation under this Solar Installation Agreement is \$_____ per watt. Total cost is estimated at \$_____ as per Project Size (see **Exhibit B**).

IV. Important. Contractor makes no guarantees, representations or warranties regarding system output or production, expected utility rate increases or any other factors used to calculate Owner's payments or savings. No production estimates, whether given verbally or in writing, shall be legally binding, and are merely intended as informational estimates.

V. Owner Representation. Owner represents and warrants that Owner is the owner of (or owner of the rights to placement of the System) on the Property. Owner is

required to allow Contractor onsite access to the Property in order to install and operate the System. To the best of Owner's knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause Owner's Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold. If the Installation is to a roof, Owner acknowledges and accepts that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer. In the event of any conflict between the terms of this Solar Installation Agreement and any other agreement between Owner and Contractor, the terms of this Solar Installation Agreement shall control.

VI. Contractor Representation. Contractor is a Georgia licensed contractor, License Number EN215292 . The *Stone Mountain City Home Improvement Contractor* License number for

Contractor is Number EN215292 . Contractor shall comply with all state and local licensing and registration requirements for type of activity involved in the work specified herein.

VII. Commencement of Work. Installation work shall commence upon receipt of all approvals necessary for construction. Owner agrees to (i) grant Contractor and its subcontractors and agents reasonable access to Owner's Property and cooperate with Contractor for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Owner's electric system; (ii) cooperate with Contractor and assist in obtaining any permits needed, including any documentation related to net metering (Contractor shall be responsible for determining which permits are necessary and for obtaining the permits, and shall advance funds to pay for all state and local permits necessary for performing the specific work. Owner is required to sign all documentation required by municipal, state, utility and agencies in order for Contractor to complete the installation. If Owner does not sign required documentation, Owner will be liable for damages incurred thereby); (iii) obtain any consent of a third party required for the Installation, such as a homeowner's association. Contractor will provide reasonable assistance to assist Owner in obtaining any required third party consent; and (iv) allow Contractor to connect the System to Owner's local electric utility grid and provide all necessary authorizations for such interconnection.

VIII. Scope of Work. This Solar Installation Agreement is for solar installation services only. This is not an agreement for home improvement services or goods. This Solar Installation Agreement does not include an obligation by Contractor to (a) remove or dispose of any hazardous substances that currently exist on Owner's Property; (b) improve the construction of the roof of Owner's Property to support the System; (c) remove or replace existing rot, rust or insect-infested structures; (d) provide structural framing for any part of Owner's Property; (e) pay for or correct construction errors, omissions or deficiencies by Owner or Owner's contractors; (f) pay for, remove or remediate mold, fungus, mildew or organic pathogens; (g) upgrade Owner's existing electrical service; (h) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation; (i) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System; (j) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required); (k) paint electrical boxes or conduit at

Owner's Property; (l) move items unassociated with the System around Owner's Property; or (m) provide any other home improvement goods or services (each an *Excluded Service*). If an Excluded Service must be performed in order to properly complete the Installation of the System, Contractor will promptly notify Owner of the necessity of such Excluded Services, and Owner agree to promptly cause such Excluded Services to be completed by a separate contractor in accordance with Contractor' Installation schedule; the completion of Excluded Services will delay completion of installation of the Services, but shall not extend any installation deadlines that may exist.

IX. Payment. Owner is responsible for all payments, regardless of financing. In the event a financing entity declines Owner's application or approves Owner's application but refuses payment Owner will still be legally responsible for all costs under this Agreement. All amounts are due and payable as set forth on **Exhibit A**. In the event of a breach of this Agreement, Owner agrees that Owner will be responsible for all costs/damages suffered by Contractor, plus a _____% penalty.

X. RIGHT TO CANCEL. OWNER HAS THE HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OWNER SIGNS THIS AGREEMENT (SEE EXHIBIT C, THE NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT). OWNER MAY ALSO CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER OWNER RECEIVES A FULLY SIGNED COPY OF THIS AGREEMENT.

XI. Warranties. To the extent authorized, Contractor will transfer to Owner the manufacturer's warranty upon transfer of title. Other than warranties provided by the Products manufacturer, Owner acknowledges that, with respect to the Products sold to Owner, Contractor does not make any expressed or implied warranties and the Products are provided **AS IS**, except that Contractor will provide parts and labor only for a period of _____(number) years to the extent not covered by the manufacturer's warranty, **EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ON PRODUCTS FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.** Effectiveness of Warranty assumes Owner performing periodic maintenance as required. Shading from trees, and other impediments will cause shading and affect production. Tree, shrubs, branches and other causes of shade must be properly maintained for System to operate efficiently. If Owner, Owner's representative or agent, or any non-contractor personnel, tamper with any part of the system the warranty shall be null and void. Owner will be responsible to pay Contractor all damages that Contractor may incur.

XII. Roof Warranty. Contractor warrants and acknowledges that if in the course of the installation work Contractor is required to penetrate the roof of the Premises and thereby causes damage to areas of the roof that are within a _____(number) inch radius of roof penetrations, Contractor will repair such damage for the benefit of the Owner during the Roof Warranty Period (as hereafter defined below). This

roof warranty will run from the date Contractor begins installation of the System at the Premises through _____(number) years.

XIII. Limitation of Liability. IN NO EVENT WILL CONTRACTOR BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR FOR BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL CONTRACTOR'S TOTAL CUMULATIVE LIABILITY TO OWNER OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY OWNER TO CONTRACTOR FOR PURCHASE OF THE PRODUCTS.

XIV. Marketing. Owner agrees to allow Contractor to use photographs, name(s), brand names and other relevant information in its marketing materials for the purpose of promoting the Contractor brand name.

XV. Force Majeure. If the performance of this Agreement, or any obligation hereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: terrorism, fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies or power, war or other violence; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction, or interference; provided that the party so affected will take all reasonable steps to avoid or remove such cause of non-performance and will resume performance hereunder with dispatch whenever such causes are removed.

XVI. Survival. This Solar Installation Agreement shall continue in full force and effect from the Effective Date, until the earlier of (a) termination of this Solar Installation Agreement by Contractor with or without cause, effective upon written notice to Owner and (b) the first anniversary of the Effective Date. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Contractor indemnity, removal and clean-up obligations, and Contractor liability for damages as set forth in herein.

XII. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____(name of state). _____(Name of State) law may consider this Solar Installation Agreement to be a home improvement contract. Accordingly, the below provisions and notices are included.

XIII. Estimated Start and Completion Dates. Construction and installation of the System will begin on or about _____(number) days from the date the Solar Installation Agreement is countersigned and returned to you and be substantially

complete on or about _____(number) days after installation begins. These dates are estimates and are not definite start and completion dates (time is not of the essence with respect to the foregoing dates).

XIV. Insurance Certificate. Contractor will secure and maintain commercial general liability insurance in the amount of \$_____per occurrence and provide a certificate of insurance to the Director of the Division of Consumer Affairs. Contractor will attach a copy of its current certificate of insurance (Comprehensive General Liability) to this Solar Installation Agreement at the time it is fully executed.

XV. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

XVII. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XVIII. Notices. Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth at the beginning of this Agreement.

XIX. Mandatory Arbitration. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

XX. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

XXI. Assignment of Rights. The rights of each Party under this Agreement are personal to

that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

XXII. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

XXIII. Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both Parties.

WITNESS our signatures as of the day and date first above stated.

(Name of Contractor)

EKO SOLAR.LLC

(Signature of Officer)

(Signature of Owner)

(Printed Name and Office)

(Printed Name of Owner)

CEO/ EDWARD HARRISON

EDWARD HARRISON

**Exhibit A
Payment
Schedule**

Upon Signing: \$_____

Upon Material Ordering: \$_____

Upon Components Installed at Location: \$_____

Upon Interconnection: \$_____

Exhibit B

Project Cost, Size Estimate and Project Specifications

Project Size _____ x Per Watt Cost \$ _____ = Project
Cost: \$ _____.

Project Estimate includes:

1. Design, purchase and installation of a PV electric solar system on roof.
2. All municipal permits and inspection coordination.
3. All scheduled state inspections.
4. Utility interconnection coordination.

Project components:

- I. Solar Panels:** _____
- A. Type: _____
- B. Quantity: _____
- II. Inverters.**
- A. Type: _____
- B. Quantity: _____
- III. Revenue grade meter.** Wire and conduits as necessary for the installation.
- IV. Mountings.** _____
- V. Project Notes.**
- Project is subject to maximum allowed loads on roof as determined by engineer/architect.
 - Exact size will be determined after a detailed site plan review, which will be conducted after proposal is accepted. Changes made can affect the final price. Price will be adjusted according to the per watt price.
 - Price does not include roof repairs and costs not directly associated with the solar panels, inverters, mountings and other items specifically mentioned in this contract.
 - Commissioning of a certified real estate survey, if required by local jurisdiction, shall be at Owners expense.

NOTICE OF CANCELLATION -- STATUTORILY REQUIRED LANGUAGE

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFICATE MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO _____(Name and Address of Contractor); or YOU CAN SEND NOTICE OF CANCELLATION TO _____(Name and Address).**

If you cancel this Contract within the three day period, Owner is entitled to a full refund of Owner's money. Refunding must be made within 30 days of the Contractor's receipt of the Cancellation Notice.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written, or send a telegram to the Contractor at the address above.

Co-Owner's Signature, if applicable.