



PHOTOVOLTAIC INSTALLATION AGREEMENT

BETWEEN:

Mr./Mrs. _____ ("Homeowner") and Treepublic Energy ("Contractor")

PARTIES:

Homeowner Name: _____

*as appears on utility bill

Site Address: _____

Phone Number: _____

Email _____

AND

Treepublic Energy ("Contractor")

2337 Roscomare Rd.,

Los Angeles, CA 90077

(818) 882 1740 / services@treepublic.com

RECITALS:

The Contractor is engaged in an independent business, is licensed and qualified to do business in the State of California and will comply with all local, state and federal laws regarding taxes and licenses. The Contractor is engaged in the same business for other clients, and Homeowner is not the only customer of Contractor.

AGREEMENT:

The parties to this Contract agree as follows:

1. Scope of Work.

The project scope includes the installation of a _____ kW-DC rated _____-mounted solar photovoltaic system at the property located at address listed above. Photovoltaic system shall consist of:

() _____	Solar Panels
() _____	Inverters

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner's Association guidelines (if applicable).

During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider.

3. The Contract Price.

Homeowner shall pay the Contractor for the materials and labor to be performed under this agreement in an amount of (check one):

\$ _____

4. Progress Payments.

Contractor shall invoice for, and Homeowner shall make, payments under this contract in accordance with the following schedule:

- Fifteen percent (15%) of the contract price is due upon signing of this agreement.
- Fifty percent (50%) of the contract price is due upon the arrival of solar equipment to the project site.
- Thirty-five percent (35%) of the contract price is due upon completion of the work, including dissemination of appropriate documents, warranties, and approved final inspection card(s).

Payment shall be made to the order of Treepublic Energy, in one of three ways: (1) check (to address on page 1), (2) credit card (2.9% fee applies), (3) or cashier's check.

If project is PACE/HERO-financed, Contractor shall be registered as contracting company with HERO and collect payment in accordance with PACE/HERO financing program provisions.

5. General Provisions.

Any alterations or deviation to the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor costs, will be executed only upon a written order for same, signed by both the Homeowner and the Contractor. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to the contract price of this contract.

6. Payment Schedule.

Homeowner shall pay invoices within seven (7) days of receipt. If project is PACE/HERO-financed, Contractor shall be paid in accordance with PACE/HERO financing program provisions.

7. Work Quality.

All work shall be completed in a quality manner and in compliance with all building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.

8. Project Approval.

The Contractor shall furnish to the Homeowner a plan including construction and equipment specifications for solar facilities, a description of the work to be done, and the materials/equipment to be used and/or installed. Contractor shall obtain Homeowner's and Homeowner Association's approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.

9. Licensing.

To the extent required by the law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

10. Subcontractors.

Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

11. Release/Waivers.

Contractor shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

12. Change orders.

All change orders shall be in writing and signed by both the Contractor and the Homeowner. Such change orders shall be incorporated in and become a part of the contract. Payment for all tasks (time and equipment) under this contract shall be as performed in accordance with Article 6 and as indicated in a duly ordered and executed change order.

13. Insurance.

Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following:

(1) Occurrence-based commercial general liability insurance (including contractual liability and products and completed operations coverage) with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000; and (2) Workers compensation insurance as required by law.

14. Permits.

Contractor shall obtain all permits necessary for the work to be performed.

15. Site Condition and Annual Cleaning

Contractor agrees to remove all debris created by the installation and to leave premises in clean condition. Contractor shall not be responsible for landscaping improvement services as part of this contract.

16. Warranty of Work.

Contractor warrants all solar-related work for a period of ten (10) years following completion.

The system's most critical components – the solar modules and inverters—are covered by 25-year performance warranties, which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output.

A ten-year standard workmanship warranty also protects against labor related defects caused by the manufacturing process of the solar panels and inverters. Materials covered by the workmanship warranty include the aluminum frame, glass, solar cells or junction box.

After the workmanship warranty period ends, the linear performance kicks in based on power output, which entails the manufacturer repairing or replacing any underperforming panel. In the rare event that panels break due to manufacturing defects, manufacturer shall repair or replace the module.

17. Contractor's Status.

- The Contractor is an independent contractor and is not an employee of Homeowner.
- The Contractor shall furnish all equipment, tools and supplies to accomplish the assigned work, except as agreed to in writing by both the Homeowner and the Contractor.
- The Contractor maintains control over the manner in which the tasks are to be performed and the products made.
- The Homeowner will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely the responsibility of the Contractor.

18. Non-Disclosure.

"Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use.

Without limiting the generality of the foregoing, Confidential Information of Homeowner includes: any information that has been entrusted to Homeowner by third parties, which contractor knows or should know is confidential. The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone (except to the extent necessary for the Contractor to perform duties hereunder or as required by law) any confidential information concerning the business or affairs of the Homeowner which the Contractor may acquire in the course of or incident to his employment. This covenant shall survive the termination of this Contract.

19. Conflict of Interest.

Contractor represents that it has no conflicts of interest that might interfere with its performance under this Contract. Contractor further represents that it will immediately inform the Homeowner of any conflicts which arise or may rise during the term of this Contract by written notice to the Homeowner. Homeowner and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to Homeowner on or before execution of this contract.

20. Termination of Contract.

The Contract will terminate when tasks are complete, allocated budget is expended, or upon fifteen (15) days' written notice by the Contractor or the Homeowner to the other party, whichever first occurs.

21. Indemnification and Limitation of Liability.

Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the other Party, from any breach of this Agreement by the other Party, or from any finding, judgment or other determination or settlement whereby Homeowner is deemed or considered to be the employer of Contractor or of Contractor's Personnel.

22. Arbitration.

Any disputes which may arise under this Agreement and which cannot be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration, provided, however, that (i) any dispute where the amount in controversy is less than \$50,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for an agreement outside of arbitration. Any arbitration award will be treated as Confidential Information.

23. Notices.

Any notice shall be in writing and delivered in person or mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3rd) day after date of deposit in the U.S. mail.

24. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

25. Governing Law and Venue.

This Agreement will be interpreted and enforced according to the laws of the state of California and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Los Angeles County Circuit Court of the State of California and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

26. Attorney Fees and Costs.

In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

SIGNATURES:

The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

PARTIES:

Signed by: _____

Title: Homeowner(s)

Date: _____

Signed by: _____

Title: VP, Operations

Date: _____