



# DC SUSTAINABLE ENERGY UTILITY

[Subcontractor logo(s)]

Dear Homeowner,

**Congratulations on your decision to go solar!** This program is administered by the District of Columbia Sustainable Energy Utility (“DCSEU”) on behalf of the Department of Energy and Environment (“DOEE”). This Homeowner Agreement (“Agreement”) sets out the roles and responsibilities between you and the Installer listed below who is participating in the Solar for All program:

### Solar for All Homeowner Agreement

Homeowner (“You”):	Your solar installer (“Installer”):
Name:	Company Name:
Address:	Address:
City, State, ZIP:	City, State, ZIP:
Phone:	Phone:
Email:	Email:

The solar installation will be installed at the following address, and the terms listed below apply:

Homeowner Name	
Address for the PV System Installation	
Homeowner Contact Information	
PV System Size (kW DC)	
Agreement Term	20 years
Estimated DCSEU Incentive	\$X.XX per watt, so for a X kW system, DCSEU’s incentive is \$X,XXX which equals XX percent of the project costs.
<b>Your Cost for the PV System</b>	<b>\$0</b>

Below is a summary of your benefits and obligations under this Agreement. The full terms and conditions follow.

**HOMEOWNER BENEFITS:** The **benefits** to you of participating in the Solar for All Program include the following, all **at no cost to you**:

- At least 20 years of solar power and guaranteed production of at least a 50% reduction in the average District of Columbia residential electric bills in 2016 (50% reduction equates to 4,200 kWh per year);
- A performance guarantee of your solar system that it will produce a minimum of 90% of weather-normalized estimated output on an annual per-home true-up schedule;
- A 20-year labor and installation warranty for your system, including the PV module, inverter, and optimizer or micro inverter;
- Operation, maintenance, and repairs for your solar system during the 20-year period;
- One-time removal and replacement of the system for any roof repairs that may occur during the 20-year period; and
- Removal of the system at the end of the 20-year period (other options also available).

**HOMEOWNER OBLIGATIONS:** Your **obligations** if you participate in the Solar for All program:

- You agree to allow the solar Installer to install the system and complete interconnection, and you agree to allow the Installer to operate and maintain the system for the 20-year period. You agree to cooperate and provide access to your installer and/or any other authorized party to install, inspect or make any necessary repairs to the system;
- You may not remove the system during the 20-year period except as may be required for roof repairs or if your home is structurally damaged beyond repair and the system is no longer operable;
- You must respond within 14 days to communications from your Installer to ensure the system is producing for the full 20-year period;
- You must contact your Installer prior to refinancing or selling your home, re-roofing or making repairs to your property that could affect the system's production. If you sell your home during the 20-year period, you understand that the new property owner will inherit your rights and obligations under this Agreement;
- If you rent your home during the 20-year period:
  - You may not increase rent for the property as a result of the benefit provided from the system installed on your property;
  - You must use good faith efforts to rent the property to an income-qualifying household; and
  - Your tenant(s) must provide the access specified in this Agreement for installation, maintenance, service, and repairs required for the system.

- You must not allow others to shade or make modifications to the system. Only individuals or companies authorized by your Installer are permitted to make modifications or repairs to the system;
- You must cooperate and provide access to DCSEU, DOEE, third-party evaluators, and their authorized representatives to access the site for inspections of physical installations and to access the generation data, ongoing monitoring, and analysis for the PV system; and
- You will continue to receive an electric bill from your utility even though you are receiving power from your solar installation. The solar installation will likely not cover all of your power needs, and therefore you will still be obligated to make payments directly to your utility provider for the excess power consumed that exceeds the amount produced by the solar system. You must pay this excess amount to the utility.

## Homeowner Installation, Operation & Maintenance Agreement Terms and Conditions

This Homeowner Installation, Operation & Maintenance Agreement (this "Agreement") is the agreement between you ("Client" or "Homeowner") and the Installer listed on the first page of this Agreement, covering the lease to you (at no cost to you) of the solar panel system (the "PV System") described below. The PV System will be installed by Installer at the address you listed above. This Agreement will refer to this address as the "Property" or your "Home." This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Installer provides you with the specified Limited Warranty as described below (the "Limited Warranty").

### **1. TERM AND PAYMENTS**

Installer will perform installation of your PV System and lease it to you beginning on the Interconnection Date. Interconnection Date is the date that the PV System is turned on and generating power. Your Installer will notify you by phone when your PV System is ready to be turned on. Beginning on the Interconnection Date, Installer agrees to lease you the PV System for 20 years (the "Term" of this Agreement) at no cost to you. During the Term of the lease, you will receive all the electricity generated by the PV System for free. At least thirty (30) days prior to the expiration of the Term, either party may provide the other party with written notice to terminate the Agreement at the end of the Term. In the event of termination, you agree to contact Installer within ninety (90) days to schedule your PV System's removal, and the PV System will be removed at no cost to you. In the event neither party has provided the other party with notice to terminate prior to the end of the Term, this Agreement will continue until you request that the PV System be removed, at which time it will then be removed at no cost to you. You will continue to receive the free electricity generated by the PV System, and the terms of this Agreement will continue to apply to both parties until you purchase the PV System, elect to have it removed, or your Installer terminates this Agreement.

Some substitution of equipment may be necessary due to supply constraints. Due to variation in equipment efficiency, it is possible that the number of modules or inverters may be increased or decreased to achieve the same output. Installer will notify you only if the size of the PV System increases or decreases by more than 5% as a result of equipment substitutions. Other PV System specifications will be provided to you separately.

You do not owe any down payments or progress payments for installation of the PV System, nor will you make any other payments during the term of this Agreement. Instead, you will assign to Installer the rebates and incentive rights as described in Section 7 and consent to Installer's assignment of those rebates and incentive rights as described in Section 8.

## 2. CONDITIONS PRIOR TO INSTALLATION OF YOUR SYSTEM

Installer's obligations to install, lease and service the PV System are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property), (B) the final PV System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the PV System;
- (ii) receipt of all necessary zoning, land use and building permits; and
- (iii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree, electrical upgrades, or roof repairs necessary to enable Installer to safely install the PV System).

Installer may terminate this Agreement without liability if, in their reasonable judgment, any of the above listed conditions (i) through (iii) will not be satisfied for reasons beyond Installer's reasonable control. Once Installer begins installation, however, it may not terminate this Agreement for the failure to satisfy conditions (i) through (iii) above.

## 3. SOLAR INSTALLATION

### (a) Equipment Installation and Design

Installer will select the equipment for the PV System and supply all equipment, parts, and tools for PV System installation in line with programmatic and funding requirements. Installer will ensure that the PV System design meets the requirements of the DCSEU Solar for All Program, local regulations, and utility (Pepco) requirements. As these programs operate under set parameters, requests for changes, from homeowners to the PV System design or the number of panels will not be accommodated unless problems are identified that would prevent the PV System from being installed. PV System designs presented by Installer to homeowners are therefore generally considered final.

### (b) Timelines, Expectations and Steps

Installer will begin installation of your PV System on an agreed-upon date. Beginning of installation means when tools and materials arrive at the Property. Installer will advise you in writing or by phone if it needs to change that schedule. The timeline for completion of a PV System installation varies based on a number of factors that are not always in your Installer's control however all PV Systems must be installed prior to September 30, 2020 in order to receive funding under the DCSEU SfA program (e.g. funding approval, inspections, etc.) **Since it takes several months for the entire process to be completed, your patience is appreciated as your Installer works to bring the savings of solar to you. Any failure to cooperate or provide access may result in delays to activation of the PV System and thus your ability to save on your electric bill.** The general steps for a PV System installation are as follows:

Step 1 – PV System Design: After a visit to your home, Installer (or its subcontractor) will select the equipment for the PV System and create the design for the solar installation in line with programmatic and funding requirements. Installer staff will also work with the local building department to obtain necessary permits.

Step 2 – Contract Signing: You will meet with your Installer to sign this Agreement and other necessary documents to install the PV System. Generally, PV System designs are considered final once presented to you, unless a condition is identified that prevents the PV System from being installed as presented.

Step 3 – Solar Installation: Installer (or its subcontractor) begins installation of the PV System on your home on a mutually agreed date. You will either need to be present for installation or arrange for the necessary access by Installer staff in order to complete installation. Installer may also need access to the interior of your home for installation of smoke detectors, carbon monoxide detectors, PV System monitoring units, and/or other required devices. Installer staff will not enter your home without you or an authorized adult over the age of 18 present. To facilitate the solar installation process, Installer appreciates if you are able to provide access to a bathroom, water and electricity for power tools to Installer (or its subcontractor).

Step 4 - Inspections: After the solar installation, a local building inspector will visit your property to inspect the PV System and verify it meets all applicable building codes. Installer (or its subcontractor) will coordinate and be present for the inspection and will let you know if you need to be present to provide access.

Step 5 – Funding Approvals: Installer will submit all the paperwork to any lender(s) financing your installation, the DCSEU, and any applicable rebate or other documentation necessary to obtain approvals and funding.

Step 6 – Utility Provider Approval: Installer will submit all the paperwork to your utility provider (Pepco) to get the PV System approved (i.e. interconnected) so that you can turn on the PV System and start saving on your electric bill. Your utility provider may need to come to your home to switch out your meter and inspect the PV System but may not give you advance notice. No Installer staff will be present for this step and your utility provider's inspector may refuse to inspect the PV System if dogs or unsafe conditions are present near the main electric service panel or the utility meter. **This step is dependent on factors outside of Installer's control. Your patience is appreciated.**

Additional Step – Third-Party Inspection: A portion of customer installations are selected for quality control inspection by DCSEU, DC Department of Energy and Environment (DOEE) and/or an independent third-party inspector. Third-party inspector may contact you directly to schedule the inspection or may coordinate the inspection through Installer. If the inspection is coordinated through Installer, you will receive notice in advance of the inspection. You or an authorized adult over the age of 18 must be home for the third-party inspection unless you explicitly grant authority for the inspector to inspect without an adult present and all of the solar equipment is outside in accessible locations (i.e. not in the basement).

#### **4. OBLIGATIONS OF THE PARTIES**

**(a) You agree to:**

- (i) only have the PV System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the PV System receives as much sunlight as it did when Installer installed it;
- (iii) not modify your Home in a way that shades the PV System;
- (iv) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the electrical service panel or removing a tree that is in the way);
- (v) not remove any markings or identification tags on the PV System;
- (vi) permit Installer, after we give you reasonable notice, to inspect the PV System for proper operation as we reasonably determine necessary;
- (vii) use the PV System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (viii) not do anything, permit or allow to exist any condition or circumstance that would cause the PV System not to operate as intended at the Property;
- (ix) notify Installer promptly if you think the PV System is damaged or appears unsafe; if the PV System is stolen; and prior to changing your power supplier; and
- (x) return any documents sent to you by Installer for signature (like incentive claim forms) within seven (7) days of receiving them.

**(b) Installer agrees to:**

- (i) schedule the installation of the PV System at a mutually convenient date and time;
- (ii) provide you, where applicable, with a monitor to accurately measure the amount of power the PV System delivers to you;
- (iii) notify you if the PV System design has to be materially changed so that you can review any such changes;
- (iv) clean up during and after the construction of the PV System;
- (v) insure Installer's actions, covering damages to your property caused by faulty installation, PV System malfunction or manufacturing defects as provided in the Limited Warranty;
- (vi) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (vii) not put a lien on your Home or Property;
- (viii) repair the PV System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (ix) provide the Operation & Maintenance Services described in Exhibit 2

**(c) Home Renovations or Repairs**

If during the Limited Warranty you want to make any repairs or improvements to the Property that could interfere with the PV System (such as repairing the roof where the PV System is located), you may only remove and replace the PV System once pursuant to the Limited Warranty. Installer agrees to provide one free removal and re-installation of the PV System during the Term of this Agreement. If you want to make any such repairs or improvements after the Limited Warranty has expired or after receiving one free removal and re-installation, any costs to remove and re-installation the PV System will be at your expense.

**(d) No Alterations**

You agree that you will not make any modifications, improvements, revisions or additions to the PV System or take any other action that could void the Limited Warranty on the PV System without Installer's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Installer's property.

**(e) Access to the System**

You grant to Installer, its employees, agents, contractors, third party evaluators, DCSEU and DOEE the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, owning, repairing, removing and replacing the PV System or making any additions to the PV System or installing complementary technologies on or about the location of the PV System; (ii) enforcing Installer's rights as to this Agreement and the PV System; (iii) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the PV System to your electric system at the Property and/or to the utility's (Pepco's) electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the PV System. Installer shall provide you with reasonable notice of any need to access the Property whenever commercially reasonable.

During the time that Installer has access rights you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but Installer has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the PV System. In the event that Installer files a UCC-1 financing statement or fixture filing, you understand that such filing is not a lien against your Home, but instead is simply to notify anyone who might perform a title search on your address that the PV System, is installed on your Home and is the property of Installer. If you sell your home or refinance your mortgage during the Term, your mortgage provider or lender may require the UCC-1 fixture filing be temporarily removed which will result in a fee. Installer will cover this fee for the Term of the Agreement.

**5. Warranty**

YOU UNDERSTAND THAT THE PV SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 1**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PV SYSTEM OR ITS INSTALLATION.

**6. Indemnification**

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Installer, its of their employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or



willful misconduct; provided, that nothing herein shall require you to indemnify any party for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

Installer shall indemnify you and hold you harmless from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from Installer's negligence or willful misconduct; provided, that nothing herein shall require any party to indemnify you for your own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

## **7. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES**

You agree that the PV System is Installer's personal property under the Uniform Commercial Code. You understand and agree that this is a lease and not a sale agreement. Installer owns the PV System for all purposes, including any data generated from the PV System for the Term unless and until you elect to purchase the PV System. You shall at all times keep the PV System free and clear of all liens, claims, levies and legal processes not created by Installer.

While the PV System is owned by Installer, you understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the PV System are the property of and for the benefit of Installer, usable at its sole discretion. Installer shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with Installer so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the PV System. This may include, to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving and assigning these tax credits, renewable energy/carbon credits, rebates or other benefits to Installer. You will receive the benefits of the PV System through net energy metering which will reduce your monthly electric bill. With solar, you will still receive monthly electric bills from your utility provider (Pepco). You will be responsible for paying your utility provider (Pepco) for any electricity consumed that exceeds the amount produced by the PV System as well as any required fees.

To summarize: (i) you will receive free solar power from the PV System; and (ii) Installer will retain the rights to all tax credits and renewable energy credits now and in the future unless and until you elect to purchase the PV System; you shall not hold any rights, and irrevocably assign all rights to Installer, for all tax credits and renewable energy credits for the System now and in the future, unless you purchase the System.

## **8. ASSIGNMENT BY INSTALLER**

Installer may assign, sell and transfer the PV System and this Agreement, including the Exhibits (the "Assignment") upon written notice to you. In such event, Installer will transfer its rights and obligations under this Agreement and, except as provided in this Section 8, be released from all its liabilities and obligations under this Agreement. After any such Assignment, Installer, its assignee, and you, will have the following responsibilities:

- (i) Installer will continue provide you warranties on the PV System you leased in accordance with the Limited Warranty set forth in **Exhibit 1**; and
- (ii) Installer's assignee will, beginning on the effective date of the Assignment, take on all other obligations under this Agreement, including to provide you operation and maintenance ("O&M") services on the System you leased in accordance with the O&M Services set forth in **Exhibit 2**.

## **9. PARTICIPATION, OUTREACH, COMMUNICATION AND SHOWCASING YOUR HOME**

The Solar for All program is an inclusive and participatory process, where everyone involved helps empower a home, a community, and our environment.

To communicate and promote your Installer's mission and work, and/or the DCSEU or DOEE program(s), Installer, DCSEU, or DOEE may use photography, film, interviews, social media and generally document Installer's work during solar installations. You authorize Installer, DCSEU and/or DOEE to film, tape, photograph, interview, and otherwise document our activities at your Property. All video, photography, audio, written and other materials produced by any such party in connection with the solar installation and all copyrights in these materials will be the sole property of the party producing the material and may be made available by such party on its website, in publications, or through any other media, at its sole discretion. You understand that you are neither entitled to inspect nor approve versions of any media prior to its use by Installer, DCSEU, or DOEE, nor are you entitled to receive any payment for any such use. You grant the producing party all copyrights and other rights for any media created and distributed under this section including, without limitation, any right to copy, edit, change, or transfer the media.

In addition to documenting its work, Installer, DCSEU, and DOEE may showcase solar installations and may need your cooperation in our efforts to obtain positive publicity for the program(s) or such party's services. If Installer, DCSEU, or DOEE wish to showcase your solar installation, such party will seek your approval and coordinate directly with you if it is necessary. If you are willing to have your solar installation be showcased, you will have the right to approve the date and time that any such event is to be held on your property.

## **10. PROGRAM ASSESSMENT**

Installer collects, analyzes, and disseminates data about our programs on an anonymized or de-identified basis. This helps Installer evaluate the effectiveness of its programs, comply with its external reporting obligations to funders and funding programs, and carry out its internal and external communication efforts. Installer is also required to share your information with the DCSEU, DOEE and their designees. By signing this Agreement, you consent to the disclosure and use of your information as outlined above.

## **11. OPTIONS AT THE END OF THE TERM**

At the end of the Term, you have three options: (1) Upon your request, Installer will remove the PV System at no cost to you; (2) You may leave the PV System in place as-is; or (3) You have the option to purchase the PV System. If you elect to leave the PV system in place (option 2 above), you will continue to receive the free solar energy generated by the PV System, and Installer will continue to own the PV System. Your obligations under this Agreement will continue, and Installer will continue to provide O&M Services, until either party notifies the other of its intent to terminate this Agreement. If you select to

purchase the PV System (option 3 above), you must notify Installer of your intent to purchase. Installer will invoice you for the fair market value of the PV System at the time of purchase (reflecting system age and any depreciation in value since installation) and you must deliver payment to Installer within thirty (30) days of receiving such invoice. Fair market value will be mutually agreed upon by the parties; provided, that if the parties are unable to reach an agreement as to the fair market value of the PV System, then the fair market value will be determined by a professional appraiser with experience in appraisal of assets similar to the PV System. The parties will divide equally the cost of any such appraisal. Once you elect to purchase the PV System, Installer will no longer provide you with any O&M services unless you enter into a separate agreement with Installer for Installer to perform these services at your expense. If applicable, Installer will assign to you any equipment warranties still in effect for the PV System at the time of purchase.

## **12. ASSIGNMENT OF AGREEMENT.**

- (i) Installer may, without your consent, assign, lease, sublease, or transfer the PV System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the PV System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Installer's assets to another entity.
- (ii) If Installer assigns this Agreement, Installer will continue to operate and maintain the PV System until you receive written notice otherwise. Installer requests a minimum of twenty (20) days' prior written notice if you wish to transfer this Agreement pursuant to Section 13.
- (iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Installer.

## **13. SELLING YOUR HOME**

If you sell your Home during the Term of this Agreement, then the person buying your Home must sign a transfer agreement assuming all your rights and obligations under this Agreement. **You agree to provide Installer at least fifteen (15) days but not more than three (3) months' prior written notice** if you want someone to assume your rights and obligations under this Agreement. In connection with this assumption, you, your approved buyer and Installer shall execute a written transfer of this Agreement. You will be continue to responsible for any default under this Agreement (whether by you or by your buyer) until both parties (buyer and seller) have signed the transfer agreement. You will be released from your obligations under this Agreement once Installer has a signed transfer agreement with the person buying your Home.

In the event you sell your home, or if you purchase your PV System, the homeowner will be required to sign DOEE's covenant that requires homeowner to keep system on roof for twenty (20) years after the Interconnection Date.

If you sell your Home and cannot comply with this Section 13, you will be in default under this Agreement. This Section 13 includes a Home sale by your estate or heirs.

This Section 13 is free of any restrictions that would prevent you from freely transferring the Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:

- (i) terminate this Agreement and require Installer to remove the PV System; or
- (ii) require transfer of the Agreement to a subsequent purchaser of the Property. In the event the lender requires transfer of the Agreement to a subsequent purchaser of the Property, then you will not be entitled to the free electricity produced by the PV System, but any subsequent purchaser of the Property will be entitled to the electricity for the remainder Term of the Agreement.

Installer will not prohibit the sale, conveyance or refinancing of the Property. Installer may choose, at their own expense, to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves their rights in the PV System. The Fixture Filing is intended only to give notice of its rights relating to the PV System and is not a lien or encumbrance against the Property. Installer shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Installer shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

EXCEPT AS SET FORTH IN THIS SECTION, YOU MAY NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE PV SYSTEM OR THIS AGREEMENT.

#### **14. LOSS OR DAMAGE**

Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement. If there is loss, damage, theft, destruction or a similar occurrence affecting the PV System, and you are not in default of this Agreement, you shall cooperate with Installer to have the PV System repaired pursuant to Exhibits 1 and 2.

#### **15. LIMITATION OF LIABILITY**

INSTALLER'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

#### **16. DEFAULT**

You will be in default under this Agreement if any one of the following occurs:

- (a) you fail to perform any material obligation that you have undertaken in this Agreement (such as alter or interfere with the PV System) and such failure continues for a period of fourteen (14) days after written notice;
- (b) you have provided any false or misleading financial or other information to obtain this Agreement;
- (c) you assign, transfer, encumber, sublet or sell this Agreement or any part of the PV System without Installer's prior written consent; or
- (d) you make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.

## **17. REMEDIES IN CASE OF DEFAULT**

If this Agreement is in default, Installer may take any one or more of the following actions. If the law requires Installer to do so, Installer will give you notice and wait any period of time required before taking any of these actions. Installer may:

- (a) terminate this Agreement and your rights to possess and use the PV System;
- (b) suspend its performance under this Agreement;
- (c) take any reasonable action to correct your default or to prevent further loss to Installer;
- (d) require you to return the PV System or make it available to Installer in a reasonable manner; or
- (f) turn off or take back the PV System by legal process or self-help, but Installer may not disturb the peace or violate the law.

By choosing any one or more of these remedies, Installer does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Installer does not give up its right to use that remedy in case of a subsequent default.

## **18. INSTALLER DEFAULT; YOUR REMEDIES.**

In addition to any other remedies you have under this Agreement, if Installer (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of thirty (30) days after Installer receives notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to: (i) purchase the PV System as set forth in Section 11 subject to you agreeing to sign DOEE's covenant to keep the PV System on your roof for twenty (20) years from the Interconnection Date, if applicable; or (ii) seek damages for any losses including breach of Installer's Limited Warranty as set forth in Exhibit 1 or failure to perform O&M Services as set forth in Exhibit 2, for the remaining Term of the Agreement.

## **19. DISPUTE RESOLUTION**

If there is any claim or controversy regarding the rights and obligations between you and Installer arising hereunder, Installer and you will first meet and confer informally and in a good faith effort to settle and resolve differences. Prior to commencing any action or proceeding arising under or relating to this Agreement, Installer and you will participate in a mediation of the matters that the parties have been unable to resolve. Any controversy or claim arising out of or relating to this Agreement not settled by mediation will be settled by binding arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. Any mediation or arbitration between the parties shall occur in the District of Columbia, at a location mutually agreeable to the parties. The parties shall split equally the costs of mediation or arbitration, as applicable, except that each party shall be responsible for its own attorneys' fees; provided, however, that if an arbitrator finds that a claim was made or prosecuted in bad faith by one party, then such party shall be responsible for all costs and for the other party's reasonably incurred attorneys' fees. You and Installer both understand and agree that in signing this Agreement, both are giving up the right to a civil trial in a court of law with respect to any dispute between you and Installer arising under this Lease.

**20. APPLICABLE LAW**

This Agreement is governed by District of Columbia law. Both parties consent to the exclusive jurisdiction of the state and federal courts of the District of Columbia.

**21. WAIVER**

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

**22. NOTICES & CONTACT INFORMATION**

All notices under this Agreement shall be in writing and shall be by electronic mail (e-mail), personal delivery, overnight courier, or certified or registered mail at each party's address and contact info on the cover page of this Agreement.

**23. ENTIRE AGREEMENT; CHANGES**

This Agreement contains the parties' entire agreement regarding the installation, performance, ownership, and maintenance of the PV System. There are no other agreements, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

**24. PROPERTY OWNER'S RIGHT TO CANCEL AGREEMENT. UNDER DISTRICT OF COLUMBIA LAW, YOU HAVE THE ABSOLUTE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY ANYTIME WITHIN THREE (3) BUSINESS DAYS AFTER SIGNING THIS AGREEMENT.**

Installer and client have signed this Agreement as of the dates written below, and the date of this Agreement (including for purposes of cancellation as described in Section 24) shall be the later of such dates.

**INSTALLER:**

**Client:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT 1

### LIMITED WARRANTY

#### 1. INTRODUCTION

This Limited Warranty is Installer's agreement to provide you warranties on the PV System installed on your Property. This Limited Warranty begins when Installer starts installing the PV System at your Home.

#### 2. LIMITED WARRANTY

For a period of twenty (20) years from the date of completion of the PV System installation (the "Warranty Period"), at no cost to you, Installer will repair and service: (1) the PV System, and (2) any damage to the Property directly caused by the installation of the PV System. This Limited Warranty is in addition to the O&M Services as described in Exhibit 2.

During the Warranty Period, the PV System may be serviced either by Installer or a contractor hired by Installer. This Limited Warranty does not cover issues unrelated to the PV System or any conditions at the Property that arose or developed prior to the installation of the PV System. Installer will additionally be responsible for overseeing the service, production guarantees, and monitoring through the Warranty Period.

#### 3. EXCLUSIONS AND DISCLAIMER

- (a)** This Limited Warranty does not apply to any lost power production or any repair, replacement or correction required due to the following:
- (i) someone other than Installer or its approved service providers installed, removed, re-installed or repaired the PV System;
  - (ii) destruction or damage to the PV System or its ability to safely produce power not caused by Installer or its approved service providers while servicing the PV System (e.g. if a tree falls on the PV System Installer will replace the PV System under this Warranty, but will not repay you for power it did not produce);
  - (iii) your failure to perform, or breach of, your obligations under the Agreement (e.g. you modify or alter the PV System);
  - (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to Installer in diagnosing or repairing a problem;
  - (v) any Force Majeure Event (as defined below);
  - (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
  - (vii) any system failure or lost production not caused by a PV System defect (e.g. the PV System is not producing power because it has been removed to make roof repairs); and
  - (viii) theft of the PV System (e.g. if the PV System is stolen Installer will replace the PV System under this Warranty but will not repay you for the power it did not produce).

You acknowledge that installation of the PV System may void any existing roof warranty. Installer will only be responsible for repairs or damage to your roof directly related to installation of the PV System, while you are within the Warranty Period.

**(b) Modifications and Access to the PV System**

The PV System will remain intact for the duration of the Warranty Period and you agree not to tamper or make any modifications to the PV System or its components that could alter the System's production. Only Installer-approved parties may repair or modify the PV System. You are responsible for notifying Installer of any problems and repairs needed and will have to provide access to inspect, clean, test or repair the PV System. You also agree to keep the PV System free of shade to ensure maximum production of energy.

**(c) Moving the PV System**

Because the PV System will be partially funded by the DCSEU Solar for All program, the PV System cannot be removed or relocated prior to the end of the Warranty Period. Therefore, **during the Warranty Period, you cannot move the PV System except for removal and re-installation as may be required for roof repairs.**

**(d) De-installation and Re-installation of the PV System**

Installer personnel have to the best of their abilities, assessed your roofing material and roof condition to confirm it has 10 years or more of life remaining. As Installer wants to ensure that the installed PV System saves you money for the long-term and to provide an additional assurance, **Installer will de-install and re-install the system once during the Warranty Period, at no cost to the homeowner, if you need to repair or replace the portions of your roof impacted by the System.** Installer will not cover any costs relating to the roof repair or replacement.

In order to use this benefit, **you must notify Installer *in writing* at least 45 days prior to the need for re-roofing or roof repaid.** The timing for de-installing and reinstalling the PV System will depend on availability of Installer personnel and any necessary coordination with your roofer. Any warranty will be voided if the PV System is not de-installed and/or re-installed by Installer or its authorized party. Damage to any solar equipment or components arising from work carried out by parties other than Installer or its authorized partners is your responsibility. Installer is not obligated to repair, de-install, or re-install the PV System if damaged by a non-authorized party, nevertheless, you are encouraged to contact Installer for assistance in ensuring a fully functional PV System. Any costs associated with repairs or equipment replacement to the PV System resulting from an unauthorized party's work will be at your cost.

After the Warranty Period, you are responsible for any costs related to de-installing and re-installing the PV System over the lifetime of the PV System.

**(e) System repair or removal**

You agree that if (i) the PV System needs any repairs that are not the responsibility of Installer under this Limited Warranty or the O&M Services described in Exhibit 2, or (ii) the system needs to be de-installed and re-installed to facilitate remodeling of your Home, you will have Installer, at your expense, perform such repairs or removal and reinstallation on a time and materials basis.



If you want to return the PV System to Installer after expiration of the initial Term, then Installer will remove the PV System at no cost to you. You agree to reasonably cooperate with Installer in removing the PV System including providing necessary space, access and storage, and Installer will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

THE LIMITED WARRANTIES DESCRIBED IN THIS EXHIBIT ARE THE ONLY EXPRESS WARRANTIES MADE BY INSTALLER WITH RESPECT TO THE PV SYSTEM. INSTALLER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM, BUT NOT PERFORMANCE OF, USING THE PV SYSTEM.

#### **4. INSTALLER'S STANDARDS**

For the purpose of this Limited Warranty the standards for Installer's performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

#### **5. FORCE MAJEURE**

If Installer is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Installer will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (i) Installer, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (ii) Installer's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, Installer will make repairs); and
- (iii) No Installer obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Installer's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Installer's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Installer including a grid supply voltage outside of the standard range specified by your utility (Pepco); and failure of equipment not utilized by Installer or under its control.

**6. LIMITATIONS ON LIABILITY**

**(a) No Consequential Damages**

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL INSTALLER OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**(b) Limitation of Duration of Implied Warranties**

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**7. NOTICES**

**ALL NOTICES UNDER THIS LIMITED WARRANTY SHALL BE MADE IN THE SAME MANNER AS SET FORTH IN THE LEASE TO THE ADDRESSES LISTED BELOW:**

**TO INSTALLER:**           Insert Address

**TO HOMEOWNER:**       At the address in the Lease or any subsequent address you give us.

**8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

This Limited Warranty protects only the person who leases the PV System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the PV System from you or to whom you transfer this Agreement upon execution of a written transfer of the Agreement as set forth in Section 12 of the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the PV System.

## EXHIBIT 2

### **O&M SERVICES**

The O&M Services that Installer agrees to provide to you on the PV System will begin immediately after the installation of your PV System is complete and the system has been interconnected and will continue for the duration of the Term. These O&M Services include the following:

- (a)** Monitoring System production:
  - 1. **Production Monitor.** During installation or at any time thereafter during the Term, you agree to allow Installer to install and maintain a production monitoring system that will allow Installer, the DCSEU, DOEE and their staff and authorized designees remote access through a wireless connection to monitor and analyze the historic and real-time performance of your PV System (the "Production Monitor"). The Production Monitor will inform Installer, the DCSEU and DOEE staff when the system is off-line and will collect data about your PV System production ("Performance Data") to help ensure the PV System's is performing correctly.
  - 2. **Access to Monitors.** You acknowledge and agree that the Production Monitor will be part of the PV System, and that you must provide Installer with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor.
  - 3. **Monitor Damage or Inaccuracy.** Installer uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Installer, you will be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Installer.
  - 4. **Data Usage and Disclosure.** Installer may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, system size, system performance, and address, (collectively, "Data"). Installer will never sell any personally identifiable Data to a third party without your prior written consent.
- (b)** maintaining all applicable manufacturer's warranties;
- (c)** maintaining all insurance policies in accordance with this Agreement; and
- (d)** providing a five (5) year roof penetration warranty for any leaks or roof malfunction caused by the installation of the PV System.
- (e)** providing customer support beyond the scope of the Limited Warranty;
- (f)** Providing a production guarantee: Installer guarantees that the PV System will generate

ninety percent 90% of the weather-normalized Estimated Output during the Term of the Lease, as well as provide a minimum of 50% reduction in the District's average residential electric bills for 2016 (which equates to 4,200kWh per year). In the event either of the conditions above is not being met at any time, Installer will perform annual or remedial maintenance (as applicable) on the PV System in accordance with applicable law and the warranties provided by the manufacturers of the components of the System which shall include, but not necessarily be limited to:

- (i) Performing an annual, visual inspection of the solar PV modules, mounting system, inverters, wiring, conduits, and data acquisition system to ensure none of the components of the System has been damaged.
- (ii) Repairing or replacing any damaged or non-functioning solar PV modules.
- (iii) Cleaning all of the solar PV modules.
- (iv) Repairing or replacing any damaged mounting hardware, inverters, wiring, conduits or components of the data acquisition system.
- (v) Ensuring all electrical connections are tight and the racking system is firmly attached to the roof.
- (vi) Making sure any roof penetrations are properly sealed with waterproof sealant.

- (g)** Overproduction. If, over the course of the Term, the PV System produces more energy than the production guarantee above, then the extra energy will be yours at no additional cost.