

Home Improvement Contract - TX

Purchaser is entitled to a completely filled in copy of this Home Improvement Contract ("Agreement"), signed by both the Purchaser and the Contractor, before any work may be started.

Purchaser Information	
Customer ID	600779
Customer Name	Dinesh Reddy Thouti Reddy
System Installation Address	14932 Palm Desert Ln Frisco TX 75035
Customer Mailing Address	14932 Palm Desert Ln Frisco TX 75035
Email	dineshreddy054@gmail.com
Contract Date	01/25/2022

Provider Information	
Provider	Good 3nergy
Sales Rep Name	Jorge Soba
Address	36 E Jackson St Orlando, 32801 FL
Phone	4074131144
Email	jsoba@good3nergy.com
Contract Date	01/25/2022

Installer Information	
Installer	Fastrac Energy Services LLC
License	TDLR #34938
Address	10696 Haddington Dr, Ste 130, Houston TX 77043
Phone	832-413-0707
Email	info@fastrac.io

System Summary	
System Size (kW DC)	10.8 kW
Module Qty	30
Module Mfg	Aptos
Battery Qty	0
Battery Mfg	
Est. Year 1 Production (kWh)	14280

Purchase Price and Payment Information	
<p>Your System: <input checked="" type="checkbox"/> Will be financed <input type="checkbox"/> WILL NOT be financed</p> <p>Finance Company: Sunlight</p>	<p>Note: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This agreement does not contain the terms of your financing agreement. If you have any questions about you financing arrangement, contract your finance provider before signing a Contract.</p>
<p>Solar System Cost: \$ <u>53,613.65</u> Other Cost: \$ <u>0.00</u> Total Contract Cost: \$ <u>53,613.65</u></p> <p>To be paid in installments as set forth on the right. Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and conditional release from any claim or mechanics' lien for that portion of the work.</p> <p>Payment for change orders, which increase the total price are due upon completion of the changed or additional work.</p> <p>It is against the law for a contractor to collect payment for work not yet completed, or for materials not yet delivered. However, a contractor may require a down payment.</p>	<p><u>If paying by cash/ check:</u></p> <p>Down Payment – \$1,000 or 10% of the gross contract price, whichever is greater (due at signing): \$ _____</p> <p>Progress Payment 1 – 50% (due upon completion of design): \$ _____</p> <p>Progress Payment 2 – 35% or amount sufficient for cumulative to equal 95% (due prior to installation): \$ _____</p> <p>Final Payment – 5% or Remainder (due upon final permit sign-off): \$ _____</p> <p>Total Price (includes applicable tax) Total Contract Price for Work: \$ _____</p>

Installation Timing	Interconnection Approval
<p>Approximate Start Date: Work is estimated to begin with 3 - 5 business days from the signature of this agreement. Approximate Completion Date is estimated to be no more than 90 days from the beginning of the Work.</p>	<p>Installer will submit the Interconnection Application to your local utility so long as you provide the required information to Installer.</p>
<p>Purchaser agrees that Contractor and Contractor's certified installers shall not be responsible for delays in delivery, construction or installation of the solar electric system caused by Purchaser, Purchaser's agents, new construction, fire, acts of nature, strikes, production and/or shipment delays, material shortages, war, terrorism, government or utility regulations, permitting or inspection delays, payment disputes, change orders, financing delays, soil conditions, and/or any other matters of conditions beyond Contractor's control. Failure of Contractor, without lawful excuse, to substantially commence work within 120 days from the approximate date specified above is a violation of the Contractors' State License Law. Extra work and change orders become part of the contract once the order is prepared in writing and signed by parties prior to the commencement of any such work.</p>	

Homeowner Signature Section			
Customer Name	Dinesh Reddy Thouti	Customer Name	
Customer Signature	<i>Dinesh Reddy Thouti Reddy</i> 75c25035c79e498f93ba52e9e99e746e173c315c1fc	Customer Signature	
Date	January 25, 2022	Date	
Fastrac Signature Section			
Name	Jordan Fruge		
Signature	<i>Jordan Fruge</i> 75db99c4472dd985b5aa9dd8d0c270c3b880043949		
Date	January 25, 2022		

You, the Purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached Notice of Cancellation for an explanation of this right.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

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THREE-DAY RIGHT TO CANCEL. You, the buyer, have the right to cancel this contract for any reason within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Work will begin three business days from execution of this agreement. If you cancel this agreement after such time, you agree to pay a cancellation fee to the Installer for any Work performed by the Installer on your behalf.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the line below if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'

Purchaser's Initials: DT

NOTE: See additional pages of this document for terms and conditions.

Confidentiality Notice. This Agreement is for the sole use of the intended recipient(s) and may contain confidential and privileged information; any unauthorized review, use, disclosure, or distribution is prohibited.

YOUR RIGHTS TO CANCEL BEFORE WORK BEGINS. You, the buyer, have the right to cancel this contract until:

- 1. You receive a copy of this contract signed and dated by you and the contractor; and**
- 2. The contractor starts Work.**

Dinesh Reddy Thouti Reddy
75c25035c79e498f93ba52e9e99e746e173c315c1fc

January 25, 2022

Purchaser's Signature:

Date

Co-Purchaser's Signature:

Date

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1. ESTIMATE AND PROPOSAL. Contractor offers to furnish the materials and arrange for the design, engineering, permitting, delivery and installation, as specified in this Agreement, the attached sketches, and equipment specification sheets, for the total price shown and any additional changes thereto (“Work”). Purchase price is subject to change if the 1st progress payment (for ordering equipment, system engineering and design) is not received within 30 days of this Agreement date or if the start of installation is delayed beyond 120 days of this Agreement date due to delays in new construction or a meter set at the property. If the installation cannot be made in accordance with the law, the offer will be withdrawn and any payments you have made, less any fees incurred, will be refunded to you. If the cost of equipment increases by more than 20% from the solar equipment manufacturers, Contractor reserves the right to cancel this Agreement and refund all monies paid back to the customer.

2. DELAYS IN INSTALLATION. Purchaser agrees that Contractor and Contractor’s certified installers shall not be responsible for delays in delivery, construction or installation of the solar electric system caused by Purchaser, Purchaser’s agents, new construction, fire, acts of nature, strikes, production and/or shipment delays, material shortages, war, terrorism, government or utility regulations, permitting or inspection delays, payment disputes, change orders, financing delays, soil conditions, and/or any other matters of conditions beyond Contractor’s control.

3. ENTIRE AGREEMENT AND CHANGES IN PROPOSAL. This Agreement constitutes the entire agreement between Purchaser and Contractor relating to the materials, labor, and services referenced herein. Changes to the terms of this Proposal and Contract must be in writing and expressly signed by Purchaser and Contractor to have any effect, except that Purchaser agrees that Contractor may substitute modules of equal or greater power output so long as the total system size is equal to or greater than the system described herein. EXTRA WORK AND CHANGE ORDERS BECOME PART OF THE CONTRACT ONCE THE ORDER IS PREPARED IN WRITING AND SIGNED BY THE PARTIES PRIOR TO COMMENCEMENT OF ANY WORK COVER BY THE NEW CHANGE ORDER, THE COST TO BE ADDED OR SUBTRACTED FROM THE CONTRACT, AND THE EFFECT THE ORDER WILL HAVE ON THE SCHEDULE OF PROGRESS PAYMENTS.

4. PAYMENT. Purchaser agrees to pay Contractor the total price, which includes applicable tax, according to the schedule set forth above, including any change orders or extras caused by unforeseen conditions or requests of the Purchaser. Upon request Contractor shall furnish a statutory conditional waiver and release form prior to receipt of the next payment. Contractor will charge at the rate of 1.5% per month for all balance past due per the Payment Schedule. Purchaser agrees to pay all collection costs (including attorney fees and court costs) incurred by the Contractor to collect past due amounts.

5. CANCELLATION FEE. Purchaser may cancel this Agreement after the 3-day rescission date and before installation is commenced by providing written notice to Contractor. Upon cancellation, Purchaser shall be liable for all costs incurred by Contractor, including any restocking charges, profit and overhead that would have been earned if the contract had been fully performed.

6. WATER LINES AND SPRINKLER SYSTEMS. Purchaser to assist in identifying prior to site survey all irrigation and water lines (pipes). As a convenience to the Purchaser, should Contractor break an unidentified water line, Contractor can repair it for an additional cost.

7. CLEAN UP AND REMOVAL. Job site will be returned as close as practical to its original state.

8. INSURANCE. Contractor carries commercial general liability insurance and workers’ compensation insurance for all employees. WRITTEN PROOF OF GENERAL LIABILITY AND WORKERS’ COMPENSATION INSURANCE WILL BE PROVIDED UPON REQUEST.

9. WARRANTY INFORMATION. Upon payment in full, Contractor shall provide Purchaser with the manuals, fully transferable manufacturer’s warranty for the panels, inverter, and batteries (if included) and a nontransferable twenty-five (25) year workmanship warranty. If Purchaser does not make payment in full within twenty-one (21) days of the due date, including payment for all change orders or extra costs caused by unforeseen conditions or requests of the Purchaser, all warranties will be considered suspended and non-enforceable until full payment is received from the Purchaser. Purchaser agrees that THE LIMITED WARRANTIES DESCRIBED HEREIN SHALL BE THE PURCHASER’S EXCLUSIVE AND SOLE REMEDY WITH RESPECT TO THE SERVICES, SALE, MATERIALS, SOLAR POWER SYSTEM, INSTALLATION OR THE WORK PERFORMED IN CONNECTION WITH THE SOLAR POWER SYSTEM. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE COVERAGE PROVIDED IN THE LIMITED WARRANTIES. THE LIMITED WARRANTIES SUPERSEDE AND ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor’s agents have no authority to give warranties or guarantees beyond these provided herein.

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Roof Warranty - All roof penetrations we make for your System will be watertight. This nontransferable warranty will run the longer of (a) ten (10) years or (b) the length of any existing installation warranty or new home builder performance standard for your roof.

Damage Warranty - We will repair damage we cause to your Home, your belongings or your Property or pay you for the damage we cause, as limited by pre-existing conditions, for the full Term (except damages that result from our roof penetrations, which damages are covered for the ten (10) years of the Term).

10. NOTICES. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage paid, addressed to the addresses specified on the first page of this Agreement. Either party may change the specified address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

11. DISPUTE RESOLUTION. ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION AND JUDGMENT UPON THE AWARD RENDERED BY BINDING ARBITRATION UNDER THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION. Any decision or award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. If any party refuses or neglects to appear or participate in such arbitration hearings, such acts shall be conclusively deemed an act of bad faith, and the arbitrator(s) are empowered to decide the controversy in accordance with whatever evidence is presented, and are authorized to award reasonable costs and damages, including those for bad faith and expenses and reasonable attorney's fees. The parties hereby waive their right to bring any legal action and understand they are giving up their rights to discovery and appeal. If any party refuses to submit to arbitration after agreeing to this provision, they may be compelled to arbitrate under the authority of the Texas Rules of Civil Procedure. If any party to this Contract, including any agent, shall institute any legal action against any other party to this Contract, the prevailing party shall be entitled to court costs and reasonable attorney's fees in addition to any other relief which may be granted. Further, Purchaser agrees not to publicly disparage Contractor without first informing Contractor of any complaints and allowing 10 business days for the Contractor to initiate dispute resolution procedures or otherwise resolve Purchaser's complaint(s).

12. INTERCONNECT AGREEMENT AND HOA. (a) Purchaser may also have the opportunity to enter an "Interconnect Agreement" with his or her local utility. Contractor makes no representation or warranty concerning the availability or terms of any such Interconnect Agreement. Contractor agrees to prepare and submit any reasonably requested forms to support an Interconnect Agreement. However, this Agreement is not dependent or conditioned, either expressly or implied, upon Purchaser obtaining any such Interconnect Agreement. (b) Purchaser may be required to obtain the consent or approval of their Homeowner's Association ("HOA") before the installation of the System. However, this Agreement is not dependent or conditioned, either expressly or implied, upon Purchaser obtaining any such HOA approval. (c) After entering into this Home Improvement Contract, Purchaser must cooperate with Contractor in order to obtain all requisite permits and approvals for installation and operation of the solar energy system, including but not limited to documentation necessary for Contractor to obtain permission to operate and HOA approval. Failure to comply with this subsection 11(c) shall be deemed a material breach of this Agreement.

13. ELECTRICITY GENERATION. Contractor is not responsible for changes in the amount of electrical power generated by the installed system due to obstructions to the sun such as trees, towers, buildings, or other obstructions; changes in the season; changes in customer's electrical usage, or changes in environmental conditions such as weather, precipitation, smoke, fog, cloud cover, air pollution, etc.

14. TERMINATION BY CONTRACTOR. If Purchaser (i) fails to make payment at the due dates and in the amounts provided for in this contract, or in any other way violates the terms or conditions of the contract, or (ii) causes a material breach of this Agreement, Contractor may, upon seven (7) days' written notice to Purchaser, elect to suspend the work until the default is cured or terminate this contract. The election to either suspend or terminate shall be solely at Contractor's discretion. In either case Contractor shall recover all costs incurred in pursuing the work, including all labor, material and equipment costs or commitments, restocking or termination charges, demobilization costs, solar system removal expenses, costs of enforcing any liens related to the project, and mark-up on all costs for reasonable overhead and profit.

15. UNFORESEEN CONDITIONS / EXCLUSIONS. If unforeseen or concealed conditions are discovered, or if actual conditions are materially different than as represented by customer, then Contractor shall be entitled to a mutually agreeable change order adjusting

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the price and/or time for completion to accommodate such conditions. In the event customer elects not to make any such changes, either party may terminate this Agreement as provided below. Should any special assessment or survey be required (i.e. Biological, archeological, flood plain, geological, etc.), it is to be provided by homeowner. Not included in this contract is an additional charge for expenses, which may be incurred if sub-surface soil conditions (i.e. rock, water, underground streams, etc.) are not workable with standard equipment equal to a Bobcat type skip loader. If any of the above conditions are encountered, there will be an additional charge.

16. SHADING. Shading caused by objects (trees, vents, chimney, etc.) surrounding the solar system may affect system output and rebate amount. The shading effect is going to be measured at the time of site survey. If the Purchaser is planning to remove or relocate the objects causing the shade, Purchaser must remove or relocate objects prior to completion of installation. Purchaser is to notify Contractor when/if the objects causing the shade are removed or relocated and request a re-measurement from Contractor.

17. MAINTENANCE. Contractor does not currently offer routine maintenance services but will notify Purchaser should such service offerings change within the warranty period, at which point Purchaser will have the option to purchase a maintenance plan with pricing based on the size of the system and accessibility.

18. REBATES. This Agreement may entitle Purchaser to a rebate for a portion of the agreed upon price from the government or Purchaser's utility provider. Contractor makes no representation or warranty concerning the availability or amount of any such rebate. Contractor agrees to prepare and submit any reasonably requested forms to support a rebate application.

19. NON-ASSIGNMENT. Purchaser may not assign the rights or obligations of this Agreement; Purchaser's attempt to assign the Agreement will be null and void.

20. MECHANICS LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.