

# SOLAR INSTALLATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ., OR, ALTERNATIVELY, THE GEORGIA ARBITRATION CODE, O.C.G.A. SECTION 9-9-1, ET SEQ.

Installer License Number(s):  
EN009061

This INSTALLATION AGREEMENT (the "**Installation Agreement**") is entered into by and between Ravi Teja Gutha ("**You,**" "**Your**" or "**Homeowner**") and Palmetto Solar, LLC whose address is 1505 King St Ext, Suite 114, Charleston, SC 29405 ("**Installer**") as of August 1, 2022

Installation. You and Installer acknowledge and agree that the solar panel system described on Schedule 1 attached (the "**System**") to be installed on Your Property ("**Property**") located at:

175 Brinson Circle

Canton GA 30114

will be designed, procured, constructed, installed, tested and interconnected by Installer or its independent contractors (the "**Installation**"). You and Installer acknowledge and agree that Installer will also provide the additional products described in Schedule 2 attached (the "**Additional Products**").

**1. Contract Price.** The price of the System installed under this Installation Agreement (the "**Contract Price**") shall be: \$ 29728

CASH (defined below):

- (i) Thirty percent (30%) paid upon execution of the Installation Agreement;
- (ii) Sixty percent (60%) paid upon issuance of the permit for the Installation of the System on the roof of the Property; and
- (iii) Ten percent (10%) paid within five (5) business days of:
  - (a) Installer's completion of its final inspection and commission of the System;
  - (b) the local authority having jurisdiction passing its final inspection of the System;
  - (c) Installer receiving approval for permission to operate your system by your local electric utility company; and
  - (d) the System being energized.

CASH (defined below) & LOAN:

- (i) \$ \_\_\_\_\_ CASH paid upon execution of the Installation Agreement;
- (ii) \$ \_\_\_\_\_ LOAN

LOAN:

"**CASH**" shall mean payment by credit card, bank account withdrawal authorization, money order, cashier's check, or ACH/wire transfer. For the sake of clarity, CASH shall exclude personal checks.

"**LOAN**" shall mean payment pursuant to financing provided by a third party. You acknowledge and agree that Installer is not a lender and that Installer is not financing the System.

**2. Your Obligations.** You agree to:

- (i) grant Installer and its contractors and agents reasonable access to Your Property and cooperate with Installer for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Your electric system;
- (ii) cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering;
- (iii) obtain any consent of a third party required for the Installation, such as a homeowners' association. Installer will provide reasonable assistance to assist You in obtaining any required third party consent; and
- (iv) allow Installer to connect the System to Your local electric utility grid and provide all necessary authorizations for such interconnection.

**3. Installer's Obligations**

- (i) **Installation, Insurance and Liability.** Installer agrees to:
  - (a) schedule the Installation of the System at a mutually convenient date and time;
  - (b) construct the System according to written plans You may review;
- (c) notify You if the System design has to be materially changed so that You can review any such changes;
- (d) give You reasonable notice when Installer or its independent contractors need to access the System and/or Your Property;
- (e) keep Your Property reasonably free from waste materials or rubbish caused by Installer or its independent contractors' activities during the Installation process and remove all of Installer's or its independent contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around Your Property prior to utility approval of the System;

- (f) return Your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services pursuant to Section 5 below);
- (g) carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of such insurance coverage; and
- (h) be responsible solely for direct damage caused to Your Property, or bodily injury arising directly from the Installation and/or caused by Installer or its agents but only to the extent not caused by the negligence or willful misconduct of You or Your invitees.

- (i) **Conditions to Installation.** Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of Your Property and other due diligence to confirm the suitability of Your Property for the construction, installation and operation of the System.

**4. Services Not Included in the Installation.** This Installation Agreement does not include an obligation of Installer to (collectively, the "**Excluded Services**"):

- (i) remove or dispose of any hazardous substances that currently exist on Your Property;
- (ii) improve the construction of the roof of Your Property to support the System;
- (iii) remove or replace existing rot, rust or insect-infested structures;
- (iv) provide structural framing for any part of Your Property;
- (v) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;
- (vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- (vii) upgrade Your existing electrical service;
- (viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;
- (ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;
- (x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes costs to attend any public hearings, notify neighbors or obtain additional drawings required);
- (xi) paint electrical boxes or conduit at Your Property; or

- (xii) move items unassociated with the System around Your Property or otherwise perform repairs of any nature whatsoever to Your Property.

**5. Performance of Excluded Services.** If an obligation listed as an exclusion in Section 5 must be performed in order to properly complete the installation of the System:

- (i) **Proposal.** Installer will promptly notify You of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to You for Installer to perform such Excluded Services.
- (ii) **Your Obligation.** You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's Installation schedule. Installer assumes no liability whatsoever for any Excluded Services performed by anyone other than Installer in connection with preparing Your Property for the Installation.

**6. Warranties;** The only warranties under this Installation Agreement provided by Installer shall be those set forth in **Exhibit A** attached to this Installation Agreement. You acknowledge that these warranties apply to the System and do not apply to the Additional Products. Installer does not provide, and expressly disclaims, any express or implied warranty for the Additional Products.

**7. Conflicts.** In the event of any conflict between the terms of this Installation Agreement and any other agreement between You and Installer, the terms of this Installation Agreement shall control. This Installation Agreement shall replace in its entirety any previous proposals.

**8. Maintenance Package.** For non-warranty related work, Palmetto Solar, LLC provides ongoing service support at the cost of equipment plus labor, with an additional surcharge of twenty percent (20%) ("**Cost Plus Basis**"). You will be furnished with transparent cost of equipment and labor, should it be required. The first year of service support is free of charge to you. Palmetto Solar, LLC reserves the right to transfer its service support to a related or third party and/or cancel at any time. Palmetto Solar, LLC service support is in addition to any manufacturer and/or financing service support guarantee.

**9. Miscellaneous Provisions.**

- (i) **Property Ownership.** You represent and warrant that You are the owner of the Property.
- (ii) **Homeowner Association Responsibility.** You acknowledge and accept responsibility for compliance with all requirements, rules and regulations of any homeowner's association governing the Property. In the event a homeowner's association denies an application or

other document related to the Installation, and You direct Installer to proceed with the Installation (which direction Installer may ask you to verify in the form attached hereto as Exhibit C), You hereby acknowledge and accept all responsibility relating to the homeowner's association (including claims alleged or damages assessed) of proceeding with the Installation.

- (iii) **Concealed Conditions.** To the best of Your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.
- (iv) **Roof Warranty.** If the Installation is to a roof, You acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

**10. Term and Termination.** This Installation Agreement shall continue in full force and effect until the earlier of (i) termination of this Installation Agreement by Installer with or without cause, effective upon written notice to You and (ii) the first anniversary of the date hereof. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's liability for damages as set forth in Section 4(i)(h) of this Installation Agreement. In the event Installer terminates this Installation Agreement without cause, Installer shall pay You a termination fee of \$500 and Installer shall have no further obligations or liability under this Installation Agreement.

**11. Assignment.** Installer may assign its rights or delegate its obligations under this Installation Agreement without Your prior written consent. You may not assign any of Your rights or delegate any of Your obligations under this Installation Agreement without the prior written consent of Installer which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Section 12, You may delegate Your obligation to pay the Contract Price to a lender providing financing to You for the installation of the System; provided however, that no such delegation shall relieve You of any of Your obligations under this Installation Agreement without the prior written consent of Installer.

**12. Arbitration and Class Action Waiver.**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ., OR, ALTERNATIVELY, THE GEORGIA ARBITRATION CODE, O.C.G.A. SECTION 9-9-1, ET SEQ.

In the event of a dispute between You and the Installer under or relating to this Installation Agreement, either

party may choose to resolve the dispute by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this Installation Agreement, including this provision or a Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR THE INSTALLER CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

**NOTICE: GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY (90) DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.**

- (i) **ARBITRATION MUST BE ON AN INDIVIDUAL BASIS.** THIS MEANS NEITHER YOU NOR THE INSTALLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST THE OTHER PARTY, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- (ii) **Class Action Waiver.** Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, You or the Installer may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. The Installer will not choose to arbitrate any claim You bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, the Installer may then choose to arbitrate.
- (iii) **Governing Law.** All disputes concerning the validity, interpretation and application of this Installation Agreement shall be governed by the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. This arbitration

agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of each organization's procedures, to file a claim or for other information, please contact: AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org (phone 1-877-495-4185), or JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, www.jamsadr.com (phone 1-800-352-5267). If both AAA and JAMS are completely unavailable, and if You and the Installer cannot agree on a substitute, then either You or the Installer may request that a court appoint a substitute.

- (iv) **Fees.** If You wish to begin an arbitration against the Installer but You cannot afford to pay the organization's or arbitrator's costs, the Installer may advance those costs if requested of it in writing. Any request like this should be sent to Palmetto Solar, LLC, 1505 King St Ext, Suite 114, Charleston, SC 29405. If You lose the arbitration, the arbitrator will decide whether You must reimburse the Installer for money advanced to You for the arbitration. If You win the arbitration, the Installer will not ask for reimbursement of money advanced to You. Additionally, if You win the arbitration, the arbitrator may decide that You are entitled to be reimbursed Your actual and reasonable attorneys' fees and costs.
- (v) **Procedure.** Arbitration hearings will take place in the federal judicial district for the County of Fulton in the State of Georgia. A single arbitrator will be appointed. The arbitrator must:
- Follow all applicable substantive law, except when contradicted by the FAA;
  - Follow applicable statutes of limitations;
  - Honor valid claims of privilege; and
  - Issue a written decision including the reasons for the award.
- The arbitrator's decision will be final and binding except for any review allowed by the FAA.
- (v) **Enforcement.** Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction in the County of Fulton in

the State of Georgia.

- (vi) **Application.** In addition to You and the Installer, the rights and duties described in this arbitration agreement apply to the Installer's affiliates and their officers, directors, members, managers, partners, independent contractors, and employees; and any third party co-defendant of a claim subject to this arbitration provision.
- (vii) **Survival.** This arbitration provision shall survive the term of this Installation Agreement.
- (viii) **Limitation.** EXCEPT AS OTHERWISE PROVIDED FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS INSTALLATION AGREEMENT, FOR DIRECT DAMAGE CAUSED TO YOUR PROPERTY DURING THE COURSE OF INSTALLATION, IN NO EVENT SHALL THE INSTALLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTALLATION AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL FEES DUE AS CALCULATED UNDER SCHEDULE 1 OF THE INSTALLATION AGREEMENT TO YOU PURSUANT TO THIS INSTALLATION AGREEMENT IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). WHICHEVER IS LESS.
- 13. Deposit; Notice of Right to Cancel.**
- Deposit.** Installer may collect a security deposit of \$ \_\_\_\_\_ (the "Deposit") which will be fully refunded to You upon completion of the Installation, unless You cancel this Installation Agreement prior to completion of the Installation.
  - BUYER'S RIGHT TO CANCEL.** Notwithstanding the foregoing, if you decide you do not want the goods or services, **YOU MAY CANCEL THIS INSTALLATION AGREEMENT AND RECEIVE A FULL REFUND OF THE DEPOSIT BY MAILING A NOTICE TO THE INSTALLER (WHICH MAY BE IN THE FORM ATTACHED HERETO AS EXHIBIT B). THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS INSTALLATION AGREEMENT. THE NOTICE MUST BE MAILED TO THE INSTALLER AT THE ADDRESS FIRST SET FORTH ABOVE.**
  - Right to Cancel with Loss of Deposit.** You have a right to cancel this Installation Agreement at any time after the third business day after the date You sign this Installation Agreement, by providing written notice of cancellation to the Installer at the address set forth above. In the event of such cancellation, Installer may retain the Deposit or

invoice a cancellation charge of \$500 if no Deposit was collected (the "Cancellation Fee"). You agree that Installer's actual costs in the event of a cancellation would be difficult or impractical to determine, and that this Cancellation Fee is a reasonable and appropriate measure of the damages the Installer would incur as a result of such cancellation, and does not represent a penalty.

**14. Tax and Rebate Disclosures.** Homeowner understands and agrees that Installer makes no representation or guaranty that Homeowner, this Installation Agreement, the System, or any Additional Products will qualify for or receive any federal, state or local tax credit. Homeowner understands that tax credits are subject to many factors including, but not limited to, Homeowner's tax liability and Homeowner may, among other things, be required to allocate tax credits over a period of years in order to maximize the benefit. For instance, (i) some states limited the amount of the tax credit that can be applied in a given year, and (ii) some homeowners have or rebates are

subject to limitations and/or the cessation of such programs are outside the control of Installer. Homeowner is encouraged to speak with their utility or local government to confirm the availability of any rebates or other incentives prior to signing this Installation Agreement. Homeowner is encouraged to speak with their tax professional prior to signing this Installation Agreement and has been provided ample opportunity to do so. Additionally, Homeowner understands and agrees that Installer makes no representation or guaranty that Homeowner will qualify for any utility or other local rebate or incentive, as some incentives and has been encouraged to do so.

**15.** Homeowner acknowledges and understands that if their local utility electricity consumption rate plan depends on the time of day such electricity is used (e.g., a "Time of Use" rate plan) then the electricity consumption cost savings enjoyed by Homeowner and attributable to the System's energy production will vary depending on the Homeowner's electricity consumption habits and such utility's rate plan.

This Installation Agreement has been duly executed by the Parties as set forth below:

**Homeowner's Name:**

DocuSigned by:

Signature: \_\_\_\_\_



524A095288A24AA...

Name: Ravi Teja Gutha

Date: August 1, 2022


**Co-Owner's Name (if any)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Palmetto Solar, LLC**

By:  \_\_\_\_\_

Name: Sean Hayes

Title: President

Date: August 1, 2022

EXHIBIT A**WORKMANSHIP WARRANTY**

1. **System Information.** This workmanship warranty (this “**Warranty**”) applies to the System installed by Installer pursuant to this Installation Agreement.
2. **Installer System Warranty.**
  - (i) Installer warrants to Homeowner that: (a) the System will be free from material defects in workmanship under normal operating conditions for a period of ten (10) years from the date of interconnection of the System (the “**Warranty Period**”); (b) that Installer shall perform, or cause to be performed, the Installation in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, all federal and state laws, city and county ordinances, codes and regulations (collectively, “**Applicable Laws**”), and the requirements of the warranties of any Third Party Provider (as defined below). Installer makes no representation or warranty, and Homeowner shall seek no recourse from Installer, regarding the warranties of a Third Party Provider that extend beyond the scope of this Section 2.
  - (ii) Installer warrants to Homeowner that any roof penetrations made for the System shall be completely weather-tight for a period of five (5) years from the date of commencement of the Installation (the “**Roof Warranty Period**”). “**Weather-tight**” shall mean that no moisture shall pass through the penetrations made in the roof by Installer, unless arising from (a) acts of God; (b) flood, fire, earthquake or explosion; or (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest (each a “**Force Majeure Event**”). If during such Roof Warranty Period, moisture enters through the roof penetrations, Installer shall make repairs promptly to industry standard and pay for any direct damages to the Property, but not its contents.
3. **Warranty Claim.**
  - (i) If a defect or deficiency is discovered within the Warranty Period, Installer shall, upon written notice from Homeowner of a valid warranty claim, at Installer’s sole option, promptly repair, replace, and/or correct the applicable installation work or component. If a Force Majeure Event directly prevents Installer from commencing any such warranty repairs, Installer shall promptly notify Homeowner in writing of the Force Majeure Event and commence such warranty repairs as soon as it is safe to do so following the end of such Force Majeure Event.
  - (ii) Installer shall not be liable for a breach of the warranties set forth in Section 2(i) and Section 2(ii) unless: (a) Homeowner reasonably describes the defect in writing to Installer within seventy-two (72) hours of the time Homeowner discovers or ought to have discovered such defect; (b) if applicable, Installer is given reasonable access to the Property to examine the System and perform its warranty obligations; and (c) Installer reasonably verifies Homeowner’s claim that Installer’s workmanship was/is defective.
4. **Third Party Provider Warranties.**
  - (i) Any warranties procured by Installer from its subcontractors, suppliers and vendors for each System (each a “**Third Party Provider**”) shall accrue to Homeowner’s benefit. Installer shall install photovoltaic modules with at least a ten (10) year product warranty and a twenty-five (25) year performance warranty provided by a Third Party Provider. Installer shall install inverters with at least a ten (10) year product warranty provided by a Third Party Provider.
  - (ii) Whenever possible, Installer shall cause the Third Party Provider Warranties to be made directly to Homeowner. If the same shall be made to Installer, Installer shall then assign the same to Homeowner. Upon written request from Homeowner, such warranties as may not be assignable shall be enforced (to the extent enforceable) by Installer for the benefit of Homeowner for the Warranty Period. Installer’s obligations set forth in this Section 4 and specifically the delivery, assignment and/or enforcement of the foregoing warranties for each System shall be in addition to, and not in limitation of, any other warranty or remedy required by Applicable Laws.
  - (iii) Installer makes no representation or warranty, and Homeowner shall seek no recourse from Installer, unless specifically provided to the contrary regarding the warranties of Third Party Providers that extend beyond the scope of this Warranty, including without limitation, the energy output of the System.
5. **WARRANTY EXCEPTIONS.** This Warranty shall not apply to any defect, damage, malfunction, or degradation of the System or the roof of the Property arising from:
  - (i) Homeowner’s failure to follow Installer’s oral or written instructions as to the storage, commissioning, use or maintenance of the System;
  - (ii) Any repair, alteration, or replacement of the System or a component thereof without the prior written consent of Installer;
  - (iii) Any alteration or removal of the System required as a result of actions by third parties (including but not limited to homeowner’s associations) or Homeowner;
  - (iv) The negligent acts or omissions of any person other than Installer;
  - (v) Unknown defects with the Property, excepting structures installed by Installer;
  - (vi) Normal wear and tear, including expected degradation of electrical output and foreseen and unforeseen weather events (e.g, falling tree limbs or hail or snow damage); or
  - (vii) The defect arises from a Force Majeure Event.
6. **DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 2(i) AND 2(ii), INSTALLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM OR THE INSTALLATION, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

EXHIBIT B

**HOME SOLICITATION FORM OF NOTICE OF CANCELLATION**

You may CANCEL this Installation Agreement, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date.

If You cancel, any property traded in, any payments made by You under the Installation Agreement or sale, and any negotiable instrument executed by You will be returned within TEN (10) BUSINESS DAYS following receipt by the Installer of Your cancellation notice, and any security interest arising out of the Installation Agreement will be canceled.

If You cancel, You must make available to the Installer at Your residence, in substantially as good condition as when received, any goods delivered to You under this Installation Agreement or sale; or You may, if You wish, comply with the instructions of the Installer regarding the return shipment of the goods at the Installer's expense and risk.

If You do make the goods available to the Installer and the Installer does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Installer, or if You agree to return the goods to the Installer and fail to do so, then You remain liable for performance of all obligations under the Installation Agreement.

To cancel this Installation Agreement, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Palmetto Solar, LLC at 1505 King St Ext, Suite 114, Charleston, South Carolina 29405 NOT LATER THAN MIDNIGHT OF

8/4/2022  
\_\_\_\_\_  
(Date)

I HEREBY CANCEL THIS INSTALLATION AGREEMENT.

\_\_\_\_\_  
(Date)

**Homeowner's Name:**

Signature: \_\_\_\_\_

Name: Ravi Teja Gutha

Date: \_\_\_\_\_

**Co-Owner's Name (if any)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT C

**HOMEOWNER RELEASE OF INSTALLER  
FROM HOMEOWNER'S ASSOCIATION CLAIMS**

By my signature below I represent that I (a) am the owner of the property located at:

175 Brinson Circle      Canton      GA      30114

I acknowledge that my homeowner's association has denied my application relating to installation of a solar panel system by Palmetto Solar, LLC. By my signature below I hereby direct Palmetto Solar, LLC to nonetheless proceed with its installation. I acknowledge and accept all responsibility relating to the homeowner's association (including claims alleged or damages assessed) of proceeding with the installation. I also fully release Palmetto Solar, LLC from any and all past, present, and future claims, demands, obligations or causes of action alleged by or through, or relating in any manner to, the homeowner's association.

**Homeowner's Name:**

Signature: \_\_\_\_\_

Name: Ravi Teja Gutha

Date: \_\_\_\_\_

**Co-Owner's Name (if any)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule 1**

Description of System

System Size (kW DC)	6.400
Panel Type	400W All Black Module
Inverter	SolarEdge SE7600H-US

**Schedule 2**

Additional Products

**ACKNOWLEDGEMENT OF RESPONSIBILITY FOR  
ACTUAL TERMINATION COSTS**

This acknowledgement accompanies and amends the Installation Agreement dated as of August 1, 2022 between Palmetto Solar, LLC and Ravi Teja Gutha (the "**Installation Agreement**"). Capitalized terms used herein but not defined shall have the meaning set forth in the Installation Agreement.

Notwithstanding anything to the contrary in the Installation Agreement, You acknowledge and agree that:

As provided in Section 13 of the Installation Agreement, You have a right to cancel the Installation Agreement at any time by providing written notice of cancellation to the Installer.

In the event Installer begins performance of work on Your Property prior to receipt of Your written notice to cancel the Installation Agreement, You agree to pay Installer, within fifteen (15) days of Installer's invoice, all costs incurred for work performed through the date of cancellation (the "**Actual Termination Costs**"). Actual Termination Costs may include, but are not limited to, site improvement costs such as roof repair or replacement and electrical upgrades.

Your payment of Actual Termination Costs will be Your sole obligation, and will be Installer's sole remedy, in the event of Your cancellation of the Installation Agreement after Installer begins performance of work on Your Property.

For the sake of clarity, if You are responsible for Actual Termination Costs, You will not also be responsible for the Cancellation Fee. If You are responsible for the Cancellation Fee (applicable in the event Installer has not begun performance of Work on Your Property), You will not also be responsible for Actual Termination Costs.

Except as expressly provided in this acknowledgement, all terms, conditions, agreements and understandings in the Installation Agreement remain unchanged and in full force and effect.

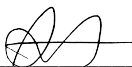
This acknowledgement is effective upon Your signature below. You agree that Your electronic signature will have the same force and effect as a manual signature. An electronic signature is any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

**HOMEOWNER**

DocuSigned by:  
Name: Ravi Teja Gutha  
524A095288A24AA...

Date: August 1, 2022

**INSTALLER**

Name: 

Date: August 1, 2022



Palmetto.com  
(855) 339-1831  
1505 King Street Suite #114  
Charleston, SC 29405

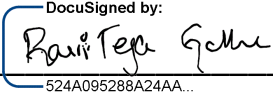
## Homeowner's Authorization

I, Ravi Teja Gutha authorize Palmetto Solar, LLC and its subcontractors to act as my Agent for the express purpose of applying for and obtaining electrical, building, and other permits as required by the Authority Having Jurisdiction for the installation of a photovoltaic system and/or energy storage on my property located at :

175 Brinson Circle Canton GA 30114 .

This authorization includes the transfer/re-administering, and/or cancellation of any existing permits on file for the purpose of updating/applying with an alternate subcontractor.

Name: Ravi Teja Gutha

Signature:  524A095288A24AA...

Date: August 1, 2022

Palmetto Solar, LLC  
License(s): EN009061