

Contractor License

### PA HIC # 148404

### April 25th, 2023

# **Installation Agreement**

### **Prepared For:** Anusha Lakshmi Kalikivaya

33 Edris Lane Mechanicsburg, PA 17050

### **Presented By:**

Tony Lostracco (888) 270-2884 tony@publicservicesolar.com

### 11.200 DC kW (STC) PV System

# Total System Cost\$35,000.0030% Federal Investment Tax Credit\$10,500.00Net System Cost\$24,500.00

The down payment amount listed in "Payment Milestones" made payable to Public Service Solar is due at the time of contract signing. *If, in the event that you decide to cancel after you have paid your deposit, after the site survey has been completed, the deposit is non-refundable, prior to site survey the deposit will be refunded in full.* 

Following is a list of components for your 11.200 DC kW (STC) System will include:

- I. Modules: 28 Panasonic EVPV400HK with 25 year manufacturer warranty
- II. Inverters: 28 Enphase Energy IQ8H with 25 year manufacturer warranty
- III. Mounting Hardware: Iron Ridge Mounting Hardware.
- IV. Unirac PV Flashing with 25 year penetration warranty.
- V. Monitoring: PSS Portal Web based Production Monitoring.
- VI. All materials necessary to complete the installation including, but not limited to fuses, safety disconnects, wire, conduit, grounding hardware, lightning protection, combiner and junction boxes, and fasteners.
- VII. Application and payment for the necessary permits and applications for your system. This includes Utility Interconnection, Zoning, Building & Electrical permits. *Application and payment for a Variance, Utility Upgrade, or HOA is not included.*
- VIII. System Design, engineering, all installation and project management labor, and any auxiliary equipment rentals required.
  - IX. PA REC Program Registration.
  - X. Installation of Solar Guard Pest barrier after final inspection with the township is complete.
  - XI. Installation of 240 volt Outlet in the garage for EV use.
- XII. Rebate of \$500 after installation complete.

### Warranty:

Public Service Solar provides a 25 year limited workmanship warranty on all materials & installation of your Solar system. After ten years, should any equipment fall under the manufacturer's component specific warranty,Public Service Solar will resolve the issue at no cost to the homeowner. Public Service Solar provides a 25 year roof penetration warranty for roof planes where PV system mounting points of attachments are located.

### Bi-Annual Production Guaranty of 100% of the kWh your systems produces from PTO date to 2nd PTO Anniversary 30000 kWh based off your Revenue Grade Enphase Monitoring, anything below that we will reimburse you at 14 Cents per kWh for each under the 30000

# kWh total. True Ups will be Year 2 - , Year 4 , Year 6 , Year 8, Year 10, Year 12, year 14, Year 16, Year 18, Year 20, Year 22, Year 24

Signature	Signature	Date	Date
Signature	Signature	Date	Date

### **Conditions of the Agreement**

- A. Public Service Solar will make all attempts to notify and clarify any changes in dates that will affect the time of installation due to all weather delays, suppliers, manufacturers, permit approval, and/or utility approval. Public Service Solar is not responsible for these delays.
- B. We will furnish and install all necessary equipment to complete the System.
- C. By signing this agreement you authorize us to make any and all modifications to existing property and structures as part of the installation process. Local, state and utility codes dictate some of these modifications including location of inverter and power conduit.
- D. We do not warrant specific System performance, production, any specific amount of solar generation resulting from the System, or any specific savings resulting from displacement of utility generated power by solar generated power. A variety of factors affect actual results; including weather, individual site circumstances, unpredictable equipment variations and utility rate tariffs. We have made a good faith effort to estimate projected solar generation from the System, and to install the System to meet customary specifications for performance. However, we do not and cannot make any representations or warranties regarding solar generation results or electrical cost savings.
- E. Once installed, the rooftop portions of the System on the premises may affect the buildup of snow, ice, leaves and other matter on the roof, or nesting of insects or other animals, with associated potential for damage to persons or property resulting from such buildup or such items falling from the roof. Normally, these are risks for which a homeowner's insurance policy is obtained. Customer acknowledges that Public Service Solar shall have no liability for any such damage to the fullest extent that we are permitted by law to disclaim such responsibility. It is advised that you update your insurance policy to include the solar system as these potential damages will be claimed on said policy.
- F. After your system is granted the Permission to Operate by your utility company and any balance due is paid, the system shall be transferred to you, free of any claims, liens or encumbrances.
- G. Our warranty Public Service Solar's warranty does not apply and shall immediately terminate in the event that it is determined that:
  - 1. Anyone other than Public Service Solar or its affiliates: has tampered with (which includes attempts to repair) the System CALL Public Service Solar FIRST if you think something is not working.
  - 2. Any of its components, and/or the defect is the result of vandalism, neglect by you including a failure to timely notify us of a defect which was known or should have been known to you.
  - 3. Weather conditions, acts of God, war, or any other event outside of our reasonable control
  - 4. If the customer unapproved by Public Service Solar meddles in the process of facilitating the project in any way, including: Calling the township/utility/PA Clean Energy Program for updates and/or status. The Process takes how long it takes. There are multiple State Agencies & the utility company that require a back & forth delicate approach and no interference for impatience. *Solar is a 6-12 month total process from Site Survey to the customer receiving REC incentives, throughout the 12 months the customer will be installed, inspected, Net Metered, and then there will be a lull period while we wait on the State Agencies and Utilities to process the remaining paperwork. This process cannot be sped up*

by customer assistance/interference so please refrain.

### **Homeowner Obligations**

- A. You will pay the balance due (if any) no later than the Permission to Operate date, as set in the payment milestone section of this agreement.
- B. You will provide us and our personnel all reasonably required access to the Job Site for installation, inspection, testing, repair, maintenance, warranty and support purposes. Without this access, we cannot perform our obligations under this Contract.
- C. You will allow us to make the modifications to the Job Site as identified in this Contract or as required for the installation or repair of the System.

By signing this Contract, you have full legal and financial authority to the building and/or land access as it relates to installation. You assume legal responsibility to serve as the System's owner of record. In addition, you do not have any liens or outside parties that would interfere with either the installation of the System or your performance of your obligations under this Contract

### Authorization as Agent of Owner of Record

By signing below, you authorize Public Service Solar to be the agent of the owner of record on the following documents: Utility Interconnection Agreement, Zoning, Building, Electrical Permit Applications, and PA Clean Energy Program documents.

Signature	Signature	
Date	Date	

# **<u>Right to Terminate</u>**

If any permits cannot be obtained in a reasonable time, or due to unforeseen circumstances, we have the right to terminate this Contract. Right to terminate this Contract will also apply if you fail to perform any of your obligations including access denial, timely payments and execution of any necessary documents. If at which time a right to terminate Contract is executed, we have the right of entry to the Job Site to remove all System components.

### **Contract Terms**

- A. Estimated System Cost and Payment Terms
- B. This Contract cannot be terminated or changed except by written consent signed by one of our authorized officers and the customer.
- C. Change Orders will be drawn up at the request of the customer or as we deem necessary. This includes an increase or decrease in the size of the project and respective cost.
- D. The laws of the State of PA shall govern, construe, and enforce this contract without regard to the principles of conflict of laws.
- E. This contract is binding on you, your heirs, successors and assigns, and all who have an interest in the Job Site.
- F. Notices and regards to exercising any rights under this Contract shall be sent by certified mail, return receipt requested to the following address: 1137 Hamilton Avenue #33245 Trenton, NJ 08629
- G. Any correspondence to you in regards to exercising right to this Contract shall be addressed to the Job Site as shown on the first page of this contract unless you give us notice that you want notices to be sent to another address.
- H. You may **NOT** assign, sell or otherwise transfer this Contract or any rights under it until we have been paid in full.

# **The Installation Process**

- A. Approvals and Registrations: Public Service Solar will register your project for the PA State REC Program on your behalf, utility interconnection approval, and for local and State permits. This process typically takes a few weeks, but may be longer depending on your local authority and utility.
- B. Project progression: Once a REC registration Program number has been assigned to your project and permits and approvals have been secured, we will contact you to schedule the installation. As the installation date nears, we will contact you to coordinate the final details.
- C. System Installation: Someone on title of the home or a dependent over the age of majority needs to be present during the installation and full access to the Job Site is required. After installation and final testing, the System will be left in the on condition pending inspections.

# **Payment Milestones**

#	Event	Description	Amount
1	Loan Funding - Materials	Due upon Notice to Proceed from Loan provider	\$17,500.00
2	Loan Funding -Installation	Due upon completion of Installation	\$17,500.00
Contract Cost			\$35,000.00

Public Service Solar will accept credit cards. Should the customer choose to pay by credit card, customer shall experience as 7% additional processing fee.

Buyer(s)				
Signature		Signature		
Printed	Anusha Lakshmi Kalikivaya	Printed		
Date		Date		
Contractor: Public Service Solar, Lic: NJ HIC: 13VH10538000				
Signature				
Printed				
Date				

### **NOTICE**

- A. Do not sign this agreement without carefully reading it.
- B. You are entitled to a copy of the agreement at the time you sign and with any future changes orders or addendums.
- C. Keep it to protect your legal rights. Refer to it if you have any questions.
- D. Do not sign any acceptance certificate or agreement stating that you are satisfied with the entire project before this project is complete and you are satisfied with the installation. We are prohibited by law from requesting or accepting a certificate of acceptance signed by the owner prior to the actual completion of the work to be performed under this contract.
- E. PLEASE CONSULT A CERTIFIED PUBLIC ACCOUNTANT(CPA), TAX ATTORNEY, ACCOUNTANT, OR WHOMEVER ADVISES YOU ON YOUR FEDERAL TAX PREPARATIONS ABOUT YOUR ELIGIBILITY TO TAKE FULL ADVANTAGE OF THE FEDERAL INVESTMENT TAX CREDIT.

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

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Public Service Solar, LLC 1137 Hamilton Avenue #33245 Trenton, NJ 08629 NJ HIC # 13VH10538000 PA HIC # 148404

Sign Below to acknowledge that you have read and fully understand the previous legal notice:

Buyer(s)				
Signature		Signature		
Printed	Anusha Lakshmi Kalikivaya	Printed		
Date		Date		