



Photovoltaic System Installation Agreement

EFFECTIVE DATE: 12/28/2019

This Photovoltaic System Installation Agreement ("Agreement") is by and between Hari Shan ("Customer") whose address is 4315 Glenirish Dr Katy, TX 77494, and Circle L Solar, Inc. ("Company") whose address is 3914 Sandshell Dr., Fort Worth, TX 76137 (together "Parties").

WHEREAS Company is engaged in an independent business of installing residential photovoltaic systems ("PV Systems") in the State of Texas, and;

WHEREAS Customer desires to have a PV System installed on his or her residential property.

NOW THEREFORE the Parties agree as follows:

1. Scope of Work - For the agreed upon price of \$ 1,369 USD (the "Agreed Price"), Company shall furnish all of the materials for and shall install a PV System that includes the items described below. If additional work is included, such work may be identified in Addendum A, attached.

KW Solar PV System

Including solar modules, inverters, racking/mounting, permits, site surveys, engineer design fees, installation, and labor.

2. Payment Terms, Late Fee, Returned Check Fee and Right of Company to Disable PV System for Non-Payment. Customer agrees that full payment of the Agreed Price as set forth above is due and payable to Company immediately upon completion of the installation of the PV System. Company reserves the right to charge a late fee to Customer for any payment due and owing to Company under this Agreement that is delinquent for fifteen (15) days or more ("Late Fee"). Such Late Fee shall be equal to a per diem amount calculated by multiplying the Agreed Price by 1.5% and dividing such amount by 365 days and then multiplying the result by the number of days payment is delinquent. [For Example: If the Agreed Price is \$45,000 and payment is 20 days late, the Late Fee would be \$37.00 calculated as follows: \$45,000 x 1.5% = \$675.00; \$675 / 365 days = \$1.85 per day; \$1.85 x 20 days = \$37.00] Customer agrees to pay a \$30.00 returned check fee for each check submitted by Customer that is returned by the financial institution for any reason. This returned check fee shall be due and must be tendered together with repayment and any late fees due by Cashier's Check or Money Order. In the event that Customer obtains financing for the purchase of the PV System, Customer agrees to provide any consents for payment to Company as may be required by its financing company immediately upon request. Furthermore, Customer agrees that it shall be a breach of this Agreement if Customer withholds consent for payment of the Agreed Price to Company and in such event the Company may disable the PV System until Company receives payment of the Agreed Price in full, pursue any remedy available to it as set forth in this Agreement, and pursue any remedy available to it under applicable law.

CUSTOMER'S INITIALS TO ACKNOWLEDGE AGREEMENTS IN PARAGRAPH 2 ABOVE: HS

3. Time of Completion/ Contingency for Financing - The work to be performed under this Agreement shall be completed within ninety (90) after the Effective Date. The "Effective Date" shall be the date upon which the last of either the Customer or Company signs this Agreement as indicated underneath the signature lines below. This Agreement is not effective until it has been signed by both the Customer and the Company. In the event the Customer desires to obtain financing to purchase the PV System, the Customer's signature on this Agreement and delivery of the Agreement to the Company shall constitute Customer's offer to the Company. In such event, the Customer understands and agrees that the Company has no obligation to provide a PV System to Customer until the Company signs this Agreement. The Customer understands that the Company may refrain from entering into this Agreement until the Customer has confirmed the availability of financing for the cost of the PV System. Upon confirmation of financing, the Company will sign and date this Agreement, complete the blank next to "EFFECTIVE DATE" at the top right corner of this Agreement, and return a copy to the Customer. If financing is not confirmed within a reasonable amount of time after Customer has signed this Agreement, Company shall give written notice to Customer that Company does not intend to enter into an agreement with Customer to install a PV System.

4. Work Site - The Parties agree that the PV System described in paragraph 1 shall be installed at Customer's home, located at 4315 Glenirish Dr Katy, TX 77494

5. Access - Customer agrees to allow Company access to the worksite during normal and reasonable hours and sufficient to allow Company to perform Company's obligations as defined in this Agreement.

6. Work Quality - All work shall be completed in a manner such that its quality meets the standards of industry professionals in the geographic area in which in the work is done. Company agrees to comply with all building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.

7. Project Approval - Customer agrees and approves of the work to be performed as described in paragraph 1, and in Addendum A, as applicable. Any changes to the work order must be in writing and signed by both Customer and Company (each, a "Change Order"). All Change Orders become incorporated into this Agreement, whether or not physically attached to this Agreement.

8. Licensing - All work shall be performed by individuals duly licensed as required by applicable law.

9. Independent Contractors - Company may at its discretion engage independent contractors to perform work hereunder.

10. Insurance - Company warrants that it has and will maintain insurance coverage adequate for the work being performed, including but not limited to the following:

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

(b) Workers compensation insurance as required by law.

11. **Permits** - Company shall at its own expense obtain all permits necessary for the work to be performed.

12. **Site maintenance** - Company agrees to remove all debris and leave premises in clean condition, and to restore the landscaping to its original condition.

13. **Warranty** - Company warrants all work for a period of (10) years following completion. Ten (10) years for system and all components and five (5) years for roof penetrations.

14. **Termination of Agreement** - The Agreement may be terminated upon fifteen (15) days' written notice by either Party, whichever first occurs. Written notices shall be sent by certified mail, return receipt requested, or via a national overnight courier such as Fed Ex or UPS, to the above-mentioned addresses, respectively. In the event the Customer chooses to terminate this Agreement under the provisions of this paragraph, the Customer must sign the written notice in front of a duly licensed Notary by the State of Texas prior to delivery to the Company.

15. **Partial Completion** - In the event Customer terminates the Agreement prior to all work described in the Scope of Work being completed, or in the event Company is prevented by a third party, through no fault of its own, from completing the work described in the Scope of Work, Customer agrees to pay Company for all work that has been completed within 5 days after demand by the Company, which shall include an itemization of work performed for which payment is requested. Failure of the Customer to timely pay Company may result in the imposition of a Late Fee as described in Paragraph 2 above. This includes, but is not limited to, pre-construction activities such as, engineering plans, shade study analysis, site surveys, etc. Termination of the Agreement must be in writing and sent by certified mail, return receipt requested, or via a national overnight courier such as Fed Ex or UPS, and must contain Customer's notarized signature in order to be valid.

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

17. **Arbitration and Choice of Law** -

(a) At the exclusive election of the Company, any dispute relating to this Agreement, or the breach of it, shall be subject to binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and of the Commercial Arbitration Rules of the AAA, with application of its Expedited Procedures, then in effect (the "Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitration shall be heard before a single arbitrator selected in accordance with the Rules. The parties agree to conduct the arbitration at the offices of the AAA in Tarrant County, Texas, or or another mutually agreed upon location. The arbitrator shall apply the same substantive law, with the same statutes of limitations and same remedies, that would apply if the claims were brought in a court of law. The parties specifically agree that the Federal Arbitration Act (9 U.S.C. § 1, et seq.) preempts any and all state laws, including, without limitation, those regarding the prohibition by contract of the disallowance of classwide arbitration.

(b) The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fees and expert witness fees, court costs, and the administrative costs, fees, and expenses of the AAA incurred in the arbitration or in addition to any other relief that may be awarded.

(c) Notwithstanding the provisions of paragraphs (a) and (b), neither we nor you shall be compelled to arbitrate any dispute between us which arises out of any claim asserted against either one of us by a third party, unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

(d) This Agreement shall be governed by the laws of the State of Texas and venue, if any, shall lie in Tarrant County, Texas.

(e) If any term of this Agreement is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the Agreement shall remain in force. The parties agree that the arbitrator or Court, as the case may be, should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended meaning of the term as closely as possible. If a dispute arising from this Agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, the parties irrevocably waive the right to trial by jury and agree that jury waiver and the provisions of paragraphs (a) and (b) regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

18. **Attorney Fees and Costs** - If, on account of any breach or default by any Party to this Agreement in its obligations to any other Party to this Agreement it becomes necessary for a Party to employ a third party attorney that is not an employee and/or partner of Company or Customer to enforce or defend any of its rights or remedies under this Agreement, the non-prevailing Party agrees to pay the prevailing Party its reasonable attorney's fees and court costs, if any, whether or not a law suit is instituted in connection with the enforcement or defense. A plaintiff is a prevailing Party if it succeeds on the merits of its claim(s). A defendant is a prevailing Party if the defendant defeats the claim(s) brought by plaintiff or if the defendant succeeds on any claims for affirmative relief against the plaintiff. It is not necessary for a defendant to bring affirmative claims against the plaintiff to be a prevailing Party for purposes of this provision.

19. **Consent** - Customer hereby grants Company permission to use images of the worksite in connection with promoting Company and its activities, which may include advertising, promoting, and marketing.

20. **Federal Tax Credits** - You, as a taxpayer, may be eligible to claim a federal tax credit in an amount equal to a percentage of your qualified expenditures for the PV System, provided that it serves a dwelling unit that is owned and used as a residence by the you. The current amount of the credit is 30% of qualified expenditures; however, please be advised that federal tax laws and regulations change frequently, and their application can vary widely based on the specific facts and circumstances involved. You are responsible for consulting with your own professional tax advisors concerning specific tax circumstances for you and/or your family. Company (and its agents and representatives) disclaims any responsibility for the accuracy or adequacy of any positions taken by you and/or your family in any tax returns. You and/or your family should consult with your own professional tax advisor, accountant, attorney, industry expert, or professional association if you have any questions regarding accounting issues specifically related to the energy efficiency/solar industry or your personal tax circumstances. If the federal tax credit exceeds tax liability, you may be eligible to carry the excess amount forward to a future tax year provided the applicable tax credit laws have not expired.

21. **Utility Interconnection** - Customer understands and acknowledges that after company has installed the PV System, energy savings

may not be fully realized until the system is approved and connected to the grid by Customer's utility. Customer understands and acknowledges that, should there be any delay on the part of the utility to incorporate Customer's PV System into the grid, such delay shall not be construed as a breach of this contract nor shall Company be held liable for same.

22. **Disclosure Regarding Savings.** Customer understands and acknowledges that Company does not guarantee any amount of cash savings or reductions in Customer's electricity bills, given that Company has not control over how Customer uses electricity once the PV System is in place. Energy consumption can change year to year depending upon living conditions, weather conditions, number of inhabitants occupying a residence and many other factors outside the control of Company.

23. **Release of Liability for Repairs.** Customer understands that in the course of completing the work under this Agreement, Company may need to remove existing panels, HVAC equipment, plumbing or other fixtures on or around Customer's home. Furthermore, Customer understands that in the course of completing the work or after the work has been completed, Company may need to remove panels or other equipment comprising the PV System for reasons including but not limited to a breach of this Agreement by Customer, termination of this Agreement, or to comply with applicable HOA or other owners property association rules. With respect to such activities on or around Customer's home (collectively, the "Activities"), Customer hereby WAIVES all claims, demands, actions, complaints, suits, losses, damages, causes of action, expenses of litigation, or other forms of liability regarding Company, its employees, agents and assigns with respect to the Activities or the failure to conduct Activities, AND RELEASES Company, its employees, agents and assigns from and against any and all claims, demands, actions, complaints, suits, losses, damages, causes of action, expenses of litigation, or other forms of liability that any of them may incur arising out of the Activities or the failure to conduct Activities.

24. **RIGHT TO CANCEL.** YOU, THE CUSTOMER, MAY CANCEL THE TRANSACTION DESCRIBED IN THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE OF THIS TRANSACTION AS DETERMINED BY PARAGRAPH 3, ABOVE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SIGNATURES:

CIRCLE L SOLAR, INC.:

By: _____
Name:

Date: _____

CUSTOMER:

By: Hari Shan
Name: Hari Shan

By: _____
Name:

Date: 12/28/2019

WORK ORDER ADDENDUM

ATTACHED TO AND MADE PART OF THAT CERTAIN PHOTOVOLTAIC INSTALLATION AGREEMENT BY AND BETWEEN Hari Shan AND CIRCLE L SOLAR, INC.
DATED 12/28/2019

- 1. Attic Fan(s)-
2 SAFs
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____

SIGNATURES:

Company:

Customer:

By: _____

By: HS _____
12/28/2019

By: _____



FINANCE INFORMATION FORM

Borrower #1 Name:	Hari Shan
Borrower #2 Name:	
Address:	4315 Glenirish Dr
City, State, Zip Code:	Katy, TX 77494

Date of Sale:	12/28/2019		
Amount of Sale:	\$ 1,369		
Down Payment:	\$		
Finance Company:	1. Service	2. Service	
Financed Amount :	1. 1,369	2. 1,369	
Loan Type:	1. 12 mo deferred	2. Fixed rate	
Term 1:	12 mo	Term 2:	36 mo
Interest Rate:	0 %	Interest Rate:	17.99 %
Estimated Payment:	\$ 0	Estimated Payment:	\$ 49.49
Term 1:		Term 2:	
Interest Rate:	%	Interest Rate:	%
Estimated Payment:	\$	Estimated Payment:	\$
Special Promotion:			

Notes: _____

Deferred Plans Only: Refinance in 10-12 months. Brian Fuller to Refinance (817) 872-7934

I/we understand the above information pertaining to the financing of products and/or services provided by Circle L Solar, Inc. This information may vary slightly .

Hari Shan

Borrower #1 Print Name

Hari Shan

Borrower #1 Signature

Austin Watson

Company Representative Print Name

Borrower #2 Print Name

Borrower #2 Signature

Austin Watson

Company Representative Signature

12/28/2019



INSTALLATION FORM

Customer Name Hari Shan		Date: 12/28/2019
Physical Address: 4315 Glenirish Dr		
City, State, Zip: Katy, TX 77494		
Phone #1: 832-732-4690		Phone #2:
Email #1: Advhba@gmail.com		Email #2:
Primary Scheduling Contact:		

Home Information			
Home Sq. Ft.:	3200 sqft	Roof Type:	Shingle
Permit:	No	HOA:	No
Name of HOA:		HOA Contact Information:	
Electric Provider:		ESID #:	
Breaker Panel Location:		Electric Meter Location:	

Product/Service	Quantity	Product/Service	Quantity
Blown-in FG Insulation:	/ Add R:	Windows: V46 SL EC	
R/RB Insulation:			
Insulation Removal:		Solar Screens:	
SPF Insulation:		Window Caulk:	
Solar Attic Fan:	X 2	Weather Strip Ext. Door(s):	
Smart Thermostat:		Duct Sealant:	
Hybrid Water Heater:		Existing Duct Sealant:	
Water Heater Location:		HVAC Replacement:	Ton: SEER:
Solar PV System:	KW	HVAC (Gas or Heat Pump):	
Monitoring:		HVAC Location:	
PV System Location:		Up Flow or Down Flow:	
CDMA/WiFi Booster:		LED Lighting:	A19: G25:
Tree Trimming/Removal:			BR30: BR40:
		Breaker Panel Upgrade:	
		Sub-Panel:	

Additional Notes/Instructions:

Customer Name: Hari Shan	Signature: <i>[Signature]</i> 12/28/2019
Customer Name:	Signature:
Company Representative: Austin Watson	Signature: <i>[Signature]</i> 12/28/2019