

1509 Walnut St., Suite 102 Kansas City, MO. 64108 tel. (888) 477-8869 <u>info@lifetimesolar.com</u>

PV SOLAR DESIGN & INSTALLATION AGREEMENT

THIS AGREEMENT is entered into this <u>October 1, 2018</u> (hereafter, the "Agreement Date"), between Lifetime Solar, LLC d/b/a Lifetime Solar (hereafter, the "Contractor") and <u>Janet Meade</u> (hereafter, the "Owner"), for the design and installation of a PV solar power system, to be completed at Owner's property, located at <u>316 Main St., Maxwell, IA 510161</u> ("Owner's Property") (exact location of installation on property to be specified by Owner).

TERMS AND CONDITIONS

Contractor will design and construct a PV solar system, for the price specified herein, using the solar system components and under the scope of work set forth below (the "Project"):

PROJECT SOLAR SYSTEM COMPONENTS. Contractor will supply the following Solar System Components on the Project:

Size of System: 15,390 W (15.39 kW) PV solar system consisting of 54, 60 cell panels;

Components: SolarWorld 285W mono-crystalline panels, APSystems micro-inverters (x23);

Type of System: Roof-mount, with Renusol Railless racking;

Materials/Supplies: <u>All</u> equipment, materials and supplies necessary to complete a turn-key install; **Wiring/Boxes**: <u>All</u> wiring, electrical junctions and disconnect switches; and

Monitoring System: Solar Monitoring (included free of charge with system), accessible through Owner's SMA inverter via wifi with connection through smartphone or computer app (Owner responsible for necessary internet and wifi costs and connectivity).

Additional Project specifications concerning the Solar System Components are included in the cut sheets and quote proposal provided to the Owner.

PROJECT SCOPE OF WORK. Contractor will perform <u>all</u> labor and supervision necessary to complete a fully functioning solar system, including:

- 1. Installation of <u>all</u> components, including panels, inverter, electrical junctions, and disconnects;
- 2. Installation of <u>all</u> wiring, trenching, and electrical work for the Project to connect to Owner's Meter;
- 3. Installation of the roof-mount mounting system;
- 4. Completion of <u>all</u> necessary permits/net-metering paperwork for Project installation and grid-tie in; and
- 5. Completion of <u>all</u> necessary Project engineering design drawings and plans.

The intent of this Agreement is to include <u>all</u> Project Solar System Components and Project Scope of Work items necessary for the proper completion of the Project.

PRICE AND PAYMENT. Contractor will supply the Project Solar System Components and perform the Project Scope of Work for a grand total sum of (**\$42,322,00**). If Owner owes federal taxes and qualifies, *Owner could receive a 30% federal tax credit totaling \$12,696.60 and Iowa Tax Credit of \$5,000.00.*

Owner will pay the grand total sum to Contractor as follows:

- 1. **First Payment**: Owner will pay a deposit of (**\$00.00**) upon the signing of this Agreement. The deposit will be used to secure Owner's Project plans and is <u>non-refundable</u>.
- Second Payment: 5 days or less before Contractor orders Owner's Solar System Components, Contractor will <u>collect from Owner's finance company</u> the sum of (<u>\$0.00</u>), to secure the Project components, including the panels and inverter(s).
- 3. **Third Payment:** On the day Contractor completes the Project Scope of Work, Contractor will <u>collect</u> from Owner's finance company the sum of (\$33,857.60)
- Fourth & Final Payment: On the day Owner's electric company replaces owner's meter and commission's Owner's system, Contractor will <u>collect from Owner's finance company</u> the final sum of (8,464.40).

Owner and Contractor understand and agree that Owner intends to fund the entire Solar System Project with funds secured through a finance company. <u>If 100% of the grand total sum cannot be financed</u>, <u>neither Owner or Contractor will have any obligation to fulfill any part of this Agreement</u>.

TIME. Contractor estimates that the Project will be completed within 20 days of the date the utility company issues approval for installation of the Project. Contractor agrees the Project Scope of Work will be completed in a timely manner. The estimated 20 day install date above, is a good faith estimate and the time shall be extended in the event the project is impacted by weather, acts of Mother Nature, material supply issues, recalls, delivery issues, or utility approval delays or permit delays.

WARRANTIES AND DISCLAIMERS. Contractor expressly warrants its paid labor. Labor on minor and major system components that fail due to the way in which they were installed, will be covered for a period of five (5) years. Such warranty shall run from the date of the project completion and are guaranteed to cover work performed by Contractor's employees and/or exclusive subcontractors.

In the event the Project Solar System suffers a failure that affects 25% or more of the System's production, Contractor will make a good faith effort to make the necessary repairs within 72 hours of Owner notifying Contractor. For failures that affect less than 25% of the System's production, Contractor will make a good faith effort to make the necessary repairs within one week of Owner notifying Contractor.

The solar panels installed on the Project include separate manufacture warranties covering a period of 25 years. The inverter(s) installed on the Project also include(s) a separate manufactures warranty. Additional information concerning those warranty specifications are included in the warranty documents provided by Contractor to Owner and for which the manufacturers remain solely responsible.

All warranties shall be voided if Owner or third parties modify, in any manner, Contractor's Scope of Work or the Solar System Components installed by Contractor. Owner is solely responsible for theft of the Solar System Components, or other materials prior to completion. Owner is solely responsible for ensuring compliance with any applicable restrictions or requirements with HOA's, and any fines that may be imposed. Owner is advised to notify his/her insurance company immediately upon execution of this Agreement and secure insurance for the system before it is delivered. For roof installations, Contractor does not warranty the Owner's property for any pre-existing, current or subsequent conditions/problems. Owner is solely responsible for any work required by Owner's electric company before activating Owner's solar system with the electric grid, including any transformer and electric panel upgrades. No other components will be provided by Contractor to satisfy electric component service upgrade requirements. By way of example, a standard 100amp electrical panel is typically sufficient for solar systems up to 25kW, unless the electric panel has already been overloaded by Owner. Please bring any electrical panel overload concerns to Contractor's attention so they may be addressed before the Owner's Solar Project is installed.

BREACH PROVISION. In the event Owner believes that this Agreement has been breached then written notice, delivered via certified mail, must be received at Contractor's designated address. Proper documentation providing contractor notice of the alleged breach, and a detailed description of their claims. Contractor shall have (30) days following its receipt of the written notice to cure the alleged breach. The parties agree to work in good faith to resolve any disputes.

MODIFICATION, GOVERNING LAW AND SEVERABILITY. Neither this Agreement nor the terms thereof shall be modified except by mutual consent of the parties, as set forth in writing and executed by the parties. This Agreement shall be governed by the laws of the state of Missouri. Should any portion or provision of this Agreement be voided by the court of competent jurisdiction, the unaffected portions shall remain in full force and effect.

AGREEMENT SIGNATURE. By signing below, you are agreeing to all the terms of this agreement as well as authorizing Lifetime Solar to utilize this signature for all net metering and rebate forms associated with this job as long as no terms of this agreement change during the process. Solar component pricing and availability change on a weekly and monthly basis. Therefore, this Agreement offer, including the components offered and the pricing, is <u>only valid for 10 days</u> from the Agreement Date and thereafter may be unilaterally voided by Contractor.

OWNER

LIFETIME SOLAR LLC

Signature Janet Meade (Oct 3, 2018)

Signature_____

Printed Name JANET MEADE

Printed Name <u>M. TONY PATTON</u>

Date 10/1/2018

Title <u>CO-OWNER</u>