



Metal Roof  
Flat Roof  
Ground Mount

**Solar Energy System Purchase & Installation Agreement**

**PARTIES**

This SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (this "Agreement") must be signed and delivered by both Buyer and Contractor before any work may be performed.

Date: June 20, 2020 | 2:32 PM EDT

**Buyer (Owner or Customer):**  
Tylor Howard  
  
Primary Phone #: 5073986220  
Secondary Phone #: 5073986220  
Email address: tylor.howard@hotmail.com

**Contractor (Seller)**  
Power Home Solar LLC  
919 North Main Street  
Mooresville, NC 28115  
1-800-765-2715  
Email: customerservice@powerhome.com  
www.PowerHome.com  
NC License: NCGC 60946/EL 26074-U  
SC License: SCGC G119763/EL M113628  
MI License: Residential Builder #2102214053  
VA License: VAGC 2705165346  
OH License: 48524  
PA HIC Registration No.: PA143619  
TN Contractor License: 74358 (Unlimited; CE)

**Project Site:** 280 Gwendolyn Way Fuquay-Varina NC 27526 (the "Property")

**ENCLOSURES**

- 1. Scope of Work
- 2. Price and Payment Schedule
- 3. Terms and Conditions
- 4. Signatures
- 5. Exhibit A: Commercial General Liability Insurance (CGL) and Other Insurance Notification
- 6. Exhibit B: Worker's Compensation Insurance Notification
- 7. Exhibit C: Mechanics' Lien Warning
- 8. Exhibit D: Notice of Cancellation
- 9. Exhibit E: Arbitration Agreement

**DISCLAIMER:** AS PART OF THE INFORMATION PROVIDED TO BUYER AT (OR BEFORE) THE TIME OF SALE, CONTRACTOR MAY PROVIDE PROJECTIONS OF ENERGY PRODUCTION FROM BUYER'S SOLAR ENERGY SYSTEM AND ESTIMATES OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS (COLLECTIVELY, THE "PROJECTIONS"). THE ENERGY PRODUCTION PROJECTIONS THAT ARE INCLUDED IN THE PROJECTIONS ARE BASED, IN PART, ON FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS. SIMILARLY, THE ESTIMATES OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS THAT ARE INCLUDED IN THE PROJECTIONS ARE ALSO BASED ON FACTORS WHICH ARE INHERENTLY VARIABLE AND BEYOND THE CONTROL OF CONTRACTOR, LIKE BUYER'S USAGE AND THE APPLICABLE MARKET COST OF ENERGY. EVEN SMALL VARIATIONS IN BUYER'S USAGE AND MINOR CHANGES IN ENERGY UNIT COSTS FROM BUYER'S APPLICABLE ENERGY PROVIDER WILL IMPACT BUYER'S ENERGY COST SAVINGS. AS A RESULT, THOUGH CONTRACTOR MAKES AN EFFORT TO REASONABLY PROJECT



**BOTH ENERGY PRODUCTION AND AN ESTIMATE OF ENERGY COST SAVINGS IN REGARD TO BUYER'S NEW SYSTEM, THE AMOUNTS PROVIDED FOR ENERGY PRODUCTION, USAGE AND SAVINGS ARE ILLUSTRATIVE AND HYPOTHETICAL ONLY AND ARE NOT, AND SHALL NOT BE IN ANY WAY INTERPRETED TO BE, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, SHAPE OR FASHION. THE ESTIMATES, PROJECTIONS AND ASSUMPTIONS CONTAINED IN THE PROJECTIONS WERE COMPILED BASED ON INFORMATION SUPPLIED BY YOU AND OTHER THIRD PARTY SOURCES, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY CONTRACTOR. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, ESTIMATES, PROJECTIONS OR ASSUMPTIONS CONTAINED THEREIN, AND NOTHING CONTAINED HEREIN OR THEREIN IS, OR SHALL BE RELIED UPON AS, A PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE, WHETHER IN THE PAST OR THE FUTURE WITH RESPECT TO SUCH PROJECTIONS (WHETHER RELATING TO ENERGY PRODUCTION, USAGE OR SAVINGS). CONTRACTOR EXPRESSLY DISCLAIMS ANY SUCH PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE (WHETHER ORAL, WRITTEN OR OTHERWISE). ULTIMATELY, THE ENERGY PRODUCTION, CONSUMPTION AND SAVINGS WITH RESPECT TO ANY GIVEN SYSTEM MAY VARY MATERIALLY FROM THOSE SET FORTH IN THE PROJECTIONS BASED, IN PART, WITHOUT LIMITATION, ON VARIOUS FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS, MAN-MADE OBSTRUCTIONS, NATURAL OBSTRUCTIONS (LIKE TREES AND OTHER SHADING ISSUES), AND OTHER FORCES OUTSIDE OF CONTRACTOR'S CONTROL. BUYER IS FURTHER ADVISED THAT TREES AND/OR OTHER OBJECTS CAUSING ANY SHADING ISSUES THAT ARE ADVERSE TO THE PROPER CONTRACTOR RECOMMENDED OPERATION OF BUYER'S SYSTEM MAY NEED TO BE REMOVED BY BUYER AT BUYER'S SOLE COST AND EXPENSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTORS UNRELATED OR UNAFFILIATED WITH CONTRACTOR.**

**FOR PENNSYLVANIA RESIDENTS ONLY: The official registration number of Power Home Solar LLC can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.**

**FOR VIRGINIA RESIDENTS ONLY: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting [http://www.dpor.virginia.gov/Boards/Contractors\\_Recovery\\_Fund/](http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/) or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, email: [RecoveryFund@dpor.virginia.gov](mailto:RecoveryFund@dpor.virginia.gov).**

**FOR ILLINOIS RESIDENTS ONLY: Buyer acknowledges that Contractor has provided to Buyer a copy of the "Home Repair: Know Your Consumer Rights" pamphlet prior to the execution of this Agreement (a copy of the pamphlet can be found at <http://illinoisattorneygeneral.gov/consumers/homerep0505c.pdf>).**

**FOR WISCONSIN RESIDENTS ONLY: NOTICE CONCERNING CONSTRUCTIONS DEFECT. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must**



provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. Buyer acknowledges that Contractor has provided to Buyer a copy of the "Wisconsin 'Right to Cure Law'" brochure (found at [https://www.housingalliance.us/wp-content/uploads/RightToCure\\_SinglePage.pdf](https://www.housingalliance.us/wp-content/uploads/RightToCure_SinglePage.pdf)).

**FOR TENNESSEE RESIDENTS ONLY:** All home improvement contractors must be licensed by the Tennessee Home Improvement Commission. Any inquiries about a contractor should be transmitted to the Commissions office.



**SCOPE OF WORK**

In accordance with the terms of this Agreement, Contractor agrees to perform the following project on Buyer’s behalf (the “Project”) and the Project shall consist of Contractor providing all materials (equipment, hardware, and supplies), labor (design, administration, work and supervision), and all building permits / inspections required to complete and put into service the Solar Energy System as specified below (collectively, the “System”).

**Approximate Start Date:** 092020

**Approximate Completion Date:** 092320

**Modules**

QTY	Manufacturer	Model	Mounting Structure	Inverter Size
10	HanwhaQCELLS	320w	ROOF	PWRCell APKE00014

**Battery**

QTY	Manufacturer	Cost
1	Generac battery	20000

DS  
TH

Size of the System: 3.2 kW

Cust.	12	Est.	Yearly	Solar
1374	12	4288		

DS  
TH

**Proposed System Savings Breakdown:**

51 \_\_\_\_\_ % Solar & EEP Production \*

DS  
TH

49 \_\_\_\_\_ % On Demand Power W/ Utility \*

\* The above are *estimates* of power production vs power consumption and are based on the previous 12 months utility usage provided by Buyer. The above *estimates* will vary according to, among other things, changes in consumption, weather conditions and/or climate changes. Contractor does not guarantee these percentages.

**Additional Work**

J-1428 F-1250 M-1332 A-1221 M-1266 J-1343 J-1700 A-1576 S-1338 O-1298 N-1309
D-1438

**NOTES:**

**ROOF NOTES:**

- ROOF TYPE: Shingles

- AGE OF ROOF: 1



**PRICE AND PAYMENT SCHEDULE**

In exchange for the materials and labor provided by Contractor in the faithful performance of this Agreement, Buyer agrees to pay Contractor:

- A. The Total Contract Price as set forth below.
- B. Any additional charges necessitated by any Change Order(s) (as defined in and discussed in Section 6 of the Terms and Conditions set forth below).

**TOTAL CONTRACT PRICE\* (materials, labor and tax):** \$ 42300.00  
 Less Projected Incentives (to be collected by Contractor): \$ 0

**Net Contract Price:** \$ 42300.00

- A. The pricing in this Agreement assumes that the Project will be started within 90 days of the date of this Agreement. In the case of Project delays beyond 90 days from the date of this Agreement, at the request of Buyer (i.e. for Buyer to obtain financing, or for Buyer to coordinate the performance of the Project with a re-roof or other construction projects), Contractor reserves the right to adjust the Total Contract Price to reflect the actual cost of materials at the time of commencement of such delayed construction. Any such adjustments shall be in a Change Order executed and delivered by Contractor and Buyer.
- B. The Total Contract Price does not reflect Federal or State tax credits.

**PAYMENT SCHEDULE**

**Payment of Total Contract Price (check one):** Buyer Financing\*  Cash Payment

\* Buyer Financed Payment of Total Contract Price: The payment terms of Buyer financing the Total Contract Price of the System shall be determined by, and in accordance with, the specific lender associated with this Agreement that elects to finance Buyer’s purchase and installation of the System.

**Cash Payment:** The following schedule will be used if Buyer is electing to pay in cash for the System:

- A. **Deposit** – 0% of the Total Contract Price shall be paid by Buyer to Contractor upon the execution and delivery of this Agreement; and
- B. **Remaining Balance of Total Contract Price** – the remaining 0% balance of the Total Contract Price shall be paid by Buyer to Contractor upon the Substantial Completion of Installation (as defined herein). For purposes hereof, “Substantial Completion of Installation” shall mean that all System equipment has been installed and all System electrical connections have been made in accordance with the terms of this Agreement and are ready for permit inspection by applicable governmental authorities.

Payment Made	Amount Due	Due	Description
100% financed through loan			



## TERMS AND CONDITIONS

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### 1. General Provisions

Upon verbal or written notice from Buyer to proceed, Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable building codes and other applicable laws.

At Contractor's sole discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the Project as required. To the extent required under applicable law, Contractor will provide Buyer with information, such as names, addresses and telephone numbers, of any subcontractors engaged or employed to perform any work on the Project.

To the extent required by applicable law, all work on the Project shall be performed by individuals duly licensed and authorized by applicable law to perform said work on the Project.

Contractor shall comply with all local requirements for building permits, inspections and zoning, and shall be responsible for applying for and obtaining any building permits, licenses, interconnection applications or other regulatory approvals required for the completion of the Project. Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Agreement.

### 2. Scheduling; Buyer Cooperation

Contractor will commence work on the Project ("Project Work") as soon as practical after the date on which this Agreement is executed. "Project Work" is defined as any work necessary to prepare for construction of the Project, including submitting any applicable documents to the utility or rebate authority for the Project, preparing documents necessary for a building permit for the Project, or ordering materials for the Project. Contractor will diligently pursue all aspects of preparation and construction of the Project until Substantial Completion of Installation is complete, and Buyer hereby agrees and acknowledges that the period of time for Substantial Completion of the Project shall vary with the complexity, scope, and size of the Project.

Contractor is not responsible for any delays that are outside of the control of the Contractor, including, without limitation, delays caused by government agencies in approving rebates, building jurisdictions in approving building permits, or by utility companies in approving interconnection applications.

**Buyer acknowledges and agrees that Buyer shall timely cooperate with Contractor in connection with the Project Work and the performance of Contractor's obligations under this Agreement (whether before, during or after the installation of the System), including, but not limited to, providing any documents or other information reasonably requested by Contractor in Buyer's possession, custody or control relating to the System and/or the Project and any claims, deficiencies or defects Buyer alleges with respect thereto (such as, by way of example only, and without limitation, up to 12 months of Buyer's utility bills in order for Contractor to adequately analyze post-installation consumption, savings and Buyer-alleged claims, deficiencies or defects in the System).**

### 3. Payment Terms

All payments are due and payable immediately upon presentation of the invoice relevant to the associated Project milestone as detailed in the Payment Schedule. A failure by Buyer to make payment to Contractor for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this Agreement by Buyer. Buyer shall be given a ten (10) day period after written notice of any such payment default to cure any such payment default. Buyer authorizes Contractor to apply (and to the extent applicable, charge) any amount(s) due and owing under this Agreement to the applicable payment method designated and/or provided by Buyer (*i.e.*, credit card, check, debit card or other form of payment delivered by Buyer and accepted by Contractor).

If Buyer fails to cure the payment default **within ten (10) days** of written notice, Buyer will pay to Contractor interest on all amounts due in the amount of the *lesser* of (i) **eighteen percent (18%) per annum**, or (ii) **the maximum rate allowed by applicable law**, plus, to the extent not otherwise prohibited by applicable law, reasonable attorneys' fees and/or collection charges incurred by Contractor in connection with the collection of such non-payment by Buyer. If Buyer fails to make any payment within thirty (30) calendar days of notice of default, the full Total Contract Price will become immediately due and payable without further demand from Contractor, and no further work on the Project will be undertaken by Contractor unless and until any such unpaid amount is paid in full. Acceptance of a payment after a Buyer default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default. In the event of default, Contractor may also pursue remedies available under Sections 4 and 9 below. Title of the System does not transfer to Buyer until payment in full of the Total Contract Price for the System is paid to, and received by, Contractor.

Buyer shall be responsible for paying any applicable sales, use, excise, value added, withholding or similar taxes, duties or assessments imposed in connection with this Agreement for the products (including without limitation, all of the equipment and components of the System) and services provided hereunder by any federal, state, local or foreign government authority, exclusive of any taxes based upon Contractor's income or payroll.

### 4. Security Interest

Buyer grants to Contractor a continuing security interest in the entire System and in all of the equipment and components of the System installed at the Project including, but not limited to, all equipment identified herein and any additional items installed. In the event Buyer



defaults on the payment of any amounts associated with this installation or repayment of any amounts advanced by Contractor for the benefit of Buyer and such default is not cured in full within ten (10) days of written notice of default from Contractor, Contractor may, in addition to its remedies set forth in Section 3 above and to the extent permitted by applicable law, remove the entire System, including without limitation, any and all equipment and components covered by the security interest granted by Buyer to Contractor under this Agreement. Contractor shall be permitted to file, and is hereby authorized to file without further notice, a Form UCC-1 financing statement in the real estate records of the jurisdiction in which the Project is located. Upon payment in full of the Total Contract Price, the security interest provided for in this Section shall terminate and Contractor shall take all steps necessary to terminate any such Form UCC-1 financing statement filed by Contractor.

## 5. Rebate Approval

Buyer assumes sole responsibility for all rebates, tax credits, power rate negotiations and all other matters outside the installation of the System. Buyer may authorize Contractor (either verbally or in writing) to proceed with installation prior to rebate approval, but Contractor does not guarantee Buyer's eligibility for, or the actual dollar amount of, any such rebate. In the event that (a) Buyer requests that Contractor commence work on the Project prior to receiving actual notice of rebate approval from the applicable Incentive Authority to which Buyer has applied for a rebate, and (b) Contractor actually commences work on the Project, and (c) the applicable Incentive Authority subsequently determines that Buyer may not be eligible for a rebate or that the rebate is less than the initial estimated rebate amount, then Buyer agrees to pay (at a minimum) all out-of-pocket costs for both labor and materials incurred by Contractor up to the date of such notice. Any rebates for the installation of the System are estimates only and may change without notice. Moreover, Buyer hereby acknowledges and agrees that there is no guarantee that Buyer will receive any specific rebate or credit figure because taxing entities occasionally adjust the rebate or credit amounts. If an adjustment is greater than \$50, Buyer will either be charged or refunded the appropriate amount. Additionally, rebate amounts may be periodically adjusted down as incentive programs reach preset milestones. Therefore, any amount Buyer may receive is based upon the rebate level at the time that Buyer's request is accepted, not at the time that this Agreement is signed.

## 6. Change Orders

The material, quantities, and amounts listed in this Agreement are Contractor's good faith estimates of the Project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Project scope of work may become necessary after work on the Project has been commenced (and each such change shall be referred to as a "Change Order" and, collectively, the "Change Orders"). For purposes of this Agreement, a Change Order may occur for one of three reasons:

- a. Unavailability of quoted materials;
- b. Contractor discovers something previously unknown that must be corrected to properly complete the Project; and/or
- c. Buyer request changes to the Project after construction of the Project has already proceeded.

Contractor has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be available.

Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done to complete the Project properly. Such circumstances may include, without limitation, the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully build the Project and assure that it conforms to local building codes. In certain circumstances, the permitting jurisdiction or other organizations (such as an HOA) may require additional engineering work beyond the scope of a typical installation be performed. Examples of this include, without limitation, requirements for a structural analysis of the building that will be holding the Systems' roof-mounted solar array; or soil analysis, environmental impact reports or archeological studies for ground mounted solar arrays. If Contractor determines that these costs will exceed \$1,000 (or such lesser amount that may be required by applicable law), Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into this Agreement via a signed Change Order. If Buyer does not agree, the Project will be terminated.

Buyer may initiate a Change Order when requesting changes to the Project following start of construction that require additional work to be done. Such circumstance could include requests to move the Systems' solar array from one roof to another, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original Project scope of work.

Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Contractor or Buyer, any materials, quantities, and amounts listed in the Project scope of work are subject to revision, and the Total Contract Price may increase or decrease accordingly. The Change Order will describe the scope of the extra work or change, the cost to be added or subtracted from the Total Contract Price, and the effect the Change Order will have on the schedule of progress payments and estimated date of Substantial Completion of Installation.

Change Orders become part of this Agreement once the Change Order is prepared in writing and signed and delivered by both Contractor and Buyer prior to the commencement of any work covered by the Change Order. Buyer may not require Contractor to perform extra work without written authorization. A Change Order is not enforceable against Buyer unless the Change Order complies with this provision. However, Contractor's failure to execute and deliver a Change Order shall not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.



Notwithstanding the requirement under this Agreement that all Change Orders be in writing, if there are any contemplated changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and which contemplated changes Contractor discusses with Buyer and to which contemplated changes Buyer gives Contractor its verbal assent, such verbal assent by Buyer to such contemplated changes will have the same legality and full force and effect as a written Change Order once Contractor has commenced performance of any construction in any of the Change Orders that were so discussed verbally between Contractor and Buyer. Contractor and Buyer shall negotiate any Change Order and associated additional costs in good faith. Buyer shall be bound by any changes or alterations requested by Buyer to this Agreement or to plans for the Project, whether given verbally or in writing. Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra labor and/or additional materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Total Contract Price within ten (10) days of request or billing by Contractor for any such Change Order.

If Contractor and Buyer cannot agree on the compensation or time extensions for any such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, Contractor and Buyer agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to this Agreement and Exhibit E attached hereto.

## 7. Warranty

Contractor warrants to Buyer that all of Contractor's work under this Agreement will be:

- a. performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals; and
- b. be free from material faults and defects in workmanship ("Defects") for a period of five (5) years after the date of completion of the Project.

Contractor warrants that all materials used for the Project will be new, unless otherwise specified, and of good quality. All materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier. Buyer should note that manufacturers of various materials separately warrant their own products, including solar photovoltaic modules, inverters, and solar mounting racks, and Contractor is not responsible for or obligated under any such manufacturer warranties. For additional information, restrictions and exclusions regarding the SolarEdge Manufacturer Inverter Warranty (including the optional 25 year extended warranty), please visit <https://www.solaredge.com/sites/default/files/solaredge-warranty-april-2019.pdf> and [https://www.solaredge.com/sites/default/files/ONLINE\\_HomeownerExtendedWarranty.pdf](https://www.solaredge.com/sites/default/files/ONLINE_HomeownerExtendedWarranty.pdf). Contractor will assign any manufacturer warranties upon completion of the Project and payment in full by Buyer. No other warranties are provided by Contractor except as specifically set forth in this Agreement.

The warranty provided by Contractor to Buyer above does not cover (and expressly excludes) Defects related to or caused by any of the following (as determined in Contractor's reasonable discretion): (a) any modifications to or abuse of the Project or the System by Buyer or persons other than Contractor; (b) trees, new buildings, or other array obstructions which are installed, grow beyond the point of the original array install, or otherwise change after installation of the System; (c) improper use, installation, wiring, handling, removal, storage, maintenance, or cleaning of the System; (d) damage from abuse, alteration, or vandalism, or due to plants, insects, or animals; (e) damage from external stress, impact, foreign objects, or falling rocks or debris; (f) damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing; (g) power or voltage surges or damage caused by the electrical grid for shore power connected products; (h) natural disasters, earthquakes, fires, typhoons, tornadoes, hurricanes, volcanic activity, volcanic clouds, dust storms, dust clouds, floods, tsunamis, lightning, or other acts of God, or other events that are beyond the reasonable control of Contractor; (i) acts of terrorism, criminal acts, riots, wars, civil unrest, nuclear radiation, or manmade disasters; and/or (j) damages attributable to normal weathering or defects or damages caused by vapors or chemical pollutants or air pollution, building settlement or structural failure of roof, walls, foundations or any part of the attached structure, or any other causes beyond Contractor's control. Except for Defects covered by the warranty set forth herein, all maintenance obligations for the System upon acceptance of the System by Buyer shall be the responsibility of Buyer.

Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, and in no event shall Buyer provide such written notice to Contractor later than three (3) business days after Buyer observes or otherwise becomes aware of any such Defect. Within twenty (20) days from receipt of such notice of Defect by Contractor, Contractor shall have the right to inspect the System and the Project and review any claims by Buyer for warranty work. Warranty work, if necessary, will generally be completed within sixty (60) days of written request by Buyer and subsequent agreement by Contractor that such work is required.

**EXCEPT AS PROVIDED IN THIS SECTION 7, CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE MADE FOR THE BENEFIT OF BUYER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.**

## 8. Limitation of Liability

If Contractor shall become liable to Buyer for any matter relating to or arising out of this Agreement or their relationship in connection with Contractor's performance under this Agreement, whether based upon a claim in contract, equity, negligence or otherwise, the amount of





damages recoverable against Contractor for any and all events, acts or omissions shall not exceed in the aggregate the actual fees paid to Contractor under this Agreement. Except to the extent otherwise prohibited by applicable law, Contractor shall not be responsible or liable with respect to any subject matter of this Agreement (including with respect to the Project or the System) or the terms and conditions related thereto under any negligence, contract, strict liability or other theory for any special, indirect, incidental, exemplary, punitive or consequential damages, even if Contractor has been advised of the possibility of such damages. Contractor shall not be responsible for any matter beyond its reasonable control or any force majeure event (as described in Section 11 hereof). Buyer's exclusive remedy under this Agreement shall be (at Contractor's discretion), (a) the correction of any material Defects in the Project, (b) the full refund of Buyer's fees paid hereunder, or (c) any other remedy required by applicable law.

**9. Termination**

Either party may terminate this Agreement for breach of a material term of this Agreement (including non-payment of fees), upon giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement shall not relieve Buyer of its accrued payment obligations as of the date of termination. In addition, should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Contractor, or should the Project be stopped through act of neglect of Buyer for a period of thirty (30) days or more, or should Buyer fail to pay Contractor upon ten (10) days after written notice of default, then Contractor may, upon ten (10) days written notice to Buyer, stop work or terminate this Agreement, and recover from Buyer reimbursement for all costs and expenses incurred by Contractor prior to the date of work stoppage.

**10. Assignment**

This Agreement cannot be assigned by Buyer without the prior written consent of Contractor. Contractor may assign this Agreement, in whole or in part, with or without notice to Buyer (except to the extent required under applicable law) to a successor of Contractor or purchaser of all of Contractor's equity securities or all or substantially all of its assets.

**11. Force Majeure**

Contractor shall not be liable for any delays in completion of the Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials; (ii) Contractor's inability to obtain necessary materials or perform the work contemplated herein because of strikes, lockouts, fires, floods, earthquakes, or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Contractor's reasonable control, provided, however, delays caused by the foregoing events do not constitute abandonment and are not included in calculating timeframes for payment or performance under this Agreement.

**12. Three Day Right to Cancel**

Buyer has the right to cancel this Agreement within three (3) business days of the full execution of this Agreement. Buyer may cancel by emailing, mailing, faxing, or delivering a written Notice of Cancellation in substantially the form attached as Exhibit D hereto, or a reasonable facsimile thereof, to Contractor at Contractor's place of business by midnight of the third business day after the date the last signature necessary has been affixed to this Agreement, which notice shall include Buyer's name, Buyer's address, and the date Buyer received the signed copy of this Agreement.

If Buyer cancels, Contractor shall return to Buyer any payment paid to Contractor by Buyer paid within 10 business days of receiving the Notice of Cancellation. For Buyer's part, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as Buyer received it, any goods delivered to Buyer under this Agreement, or, Buyer may, if Buyer's wishes, comply with Contractor's instruction on how to return the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of Buyer's Notice of Cancellation, Buyer may keep them without any further obligation. If Buyer fails to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and fails to do so, then Buyer remains liable for performance of all obligations under this Agreement.

If Buyer cancels this Agreement following the three (3) day right to cancel period, then, except as otherwise prohibited by applicable law, Buyer will be liable for all costs incurred by Contractor up to and including the date of cancellation, including any building permit fees advanced by Contractor, any paperwork processing costs for applying for rebates or other approvals, and any costs for ordered but unused materials. Any initial payment paid by Buyer under this Agreement towards the Total Contract Price will be applied to any such out-of-pocket costs of Contractor, whether or not the Project has been started.

BUYER'S INITIALS: TH

**13. Arbitration of Disputes**

**BY SIGNING THIS AGREEMENT, CONTRACTOR AND BUYER AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING BILATERAL ARBITRATION, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, ALL AS DETAILED IN, AND SUBJECT TO, THE "ARBITRATION AGREEMENT" ATTACHED HERETO AS EXHIBIT E, WHICH SHALL BE SIGNED BY THE PARTIES AS OF THE DATE HEREOF.**



**14. Governing Laws**

The interpretation and construction of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Project and Property are located (without giving effect to any conflict of law provisions thereof).

**15. Severability**

If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

**16. Entire Agreement; Counterparts**

This Agreement and any associated Change Orders constitute the entire agreement between the parties with respect to the subject matter herein. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing executed and delivered between the parties. The parties stipulate that neither of them has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledge that they have relied on their own judgment in entering into this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



**SIGNATURES**

This SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT is made and entered into as of the June 20, 2020 | 11:41 AM  
\_\_\_\_\_, 20\_\_\_\_ day of \_\_\_\_\_.

**THIS AGREEMENT IS ENTERED INTO AS OF THE DAY AND YEAR WRITTEN ABOVE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE OF WHICH IS TO BE DELIVERED TO CONTRACTOR AND ONE OF WHICH IS TO BE DELIVERED TO BUYER.**

**BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**NOTICE TO OWNER: DO NOT SIGN THIS CONTRACT IF BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN.**

**Buyer(s)**

DocuSigned by:  
Signature: Tylor Howard  
6D423F7C8A72401...  
Printed Name: Tylor Howard

Date: June 20, 2020 | 11:41 AM PDT

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

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

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

**Contractor (Power Home Solar LLC)\***

DocuSigned by:  
Signature: Derrick Cates  
ED699F444E44C5...  
Printed Name: Derrick Cates

Date: June 20, 2020 | 2:32 PM EDT

\* Power Home Solar LLC maintains State licenses/registrations in the following states (please see the first page for license/registration numbers): NC, SC, MI, VA, OH, PA, and TN.

**AGENCY AGREEMENT:**

We/I duly authorize POWER HOME SOLAR LLC (and its subsidiaries/divisions and their respective employees and agents) to act on our/my behalf as an agent to make submissions, reports, applications and verifications as required by and to regulating authorities in relation to the installation, commissioning, and interconnection of the equipment described in this Agreement.

Signature: Tylor Howard  
6D423F7C8A72401...  
Printed Name: Tylor Howard

Date: June 20, 2020 | 11:41 AM PDT

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

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

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



**Exhibit A: Commercial General Liability Insurance (CGLI) and Other Insurance Notification**

Contractor maintains liability insurance covering personal injury in the amount of \$1,000,000, and insurance covering property damage caused by Contractor's work in the amount of \$1,000,000. Contractor also maintains other insurance and a copy of a Certificate of Liability Insurance is available upon request.

**Exhibit B: Workers Compensation Insurance**

Contractor carries worker's compensation insurance for all employees.

**Exhibit C: Mechanics Lien Warning**

Anyone who helps improve your property, but who is not paid, may, depending on the laws of the jurisdiction the property is located, record what is called a mechanic's lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded in the county where the property is located.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve you 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.

To protect yourself, have the contractor provide you with documentation showing that your equipment and labor on your job have been paid in full.

For Michigan Residents only: A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor is licensed in the State of Michigan and Contractor's license number is Residential Builder #2102214053.

For Missouri Residents only: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

For Wisconsin Residents only: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.



**Exhibit D: Notice of Cancellation**

**Date of Transaction:** June 20, 2020 | 2:32 PM EDT

---

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement").

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (i.e., the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC  
919 N Main St.  
Mooresville, NC 28115  
customerservice@powerhome.com

By not later than midnight of: (Date) 092020

---

*I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.*

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

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

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



**Notice of Cancellation (Duplicate)**

**Date of Transaction:**

\_\_\_\_\_

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement").

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (i.e., the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC  
919 N Main St.  
Mooresville, NC 28115  
customerservice@powerhome.com

**By not later than midnight of: (Date)** \_\_\_\_\_

***I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.***

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

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

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



Exhibit E: Arbitration Agreement

THE UNDERSIGNED PARTIES, AS CONTRACTOR AND BUYER UNDER THE ATTACHED SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (THE "AGREEMENT"), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING BILATERAL ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL'S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION, SHALL BE CONFIDENTIAL, EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC'S LIEN, CONTRACTOR MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE OR FILING REQUIREMENTS.

Buyer(s)

DocuSigned by:
Signature: Taylor Howard
Printed Name: Taylor Howard
Date: June 20, 2020 | 11:41 AM PDT

Contractor (Power Home Solar LLC)

DocuSigned by:
Signature: Derrick Cates
Printed Name: Derrick Cates
Date: June 20, 2020 | 2:32 PM EDT

Signature:
Printed Name:
Date:



## Memo of Understanding – Home Owner Association

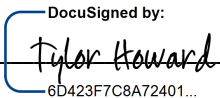
I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to do work on my home that may be scrutinized by my Home Owner Association. I accept full responsibility for the placement of items that have been contracted to be installed by this company on the property in question.

In the event that the location of the work being done is cause for removal, or the stopping or delaying of the completion of the work, Power Home Solar LLC or any of its affiliates are not responsible for any cost, damages or repercussion of the work that was contracted to be completed. Power Home Solar will receive the full payment as stated in the in the contract signed as well as any change orders or additions added to the project cost regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original contract are understood and are to remain valid.

- YES - I have an HOA
- NO - I do not have an HOA

Date June 20, 2020 | 11:41 AM PDT

Customer Name (print) Tylor Howard

Customer Signature  Tylor Howard  
6D423F7C8A72401...

Customer Address: 280 Gwendolyn way, NC 27526  
 HOA Name: RS Fincher  
 HOA Phone #: 9193621460  
 HOA Email: N/A  
 HOA Fax #: N/A  
 HOA Contact Person: Christina Sicoli





**Understanding Solar Rebates Offered By My Utility Company**

I acknowledge that I am solely responsible for collecting any Solar rebates offered by my utility company. Power Home Solar LLC is not offering this rebate, so I will have to work with my utility company to apply and collect the rebate.

DocuSigned by:  
*Derrick Cates*  
E056D8FD44BB4A5...  
Sales Rep Signature

June 20, 2020 | 2:32 PM EDT  
Date Signed:

DocuSigned by:  
*Tylor Howard*  
6D423F7C8A72401...  
Customer Signature

June 20, 2020 | 11:41 AM PDT  
Date Signed:

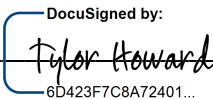


## Memo of Understanding – Solar Tax Credits

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to install a solar energy system (the “System”) on my home that may qualify for Federal and/or State tax credits. I understand that although Power Home Solar LLC may completely install and activate the System, they are not responsible for nor do they guarantee my qualification for any tax credit. I further acknowledge that my basis for tax credit eligibility should be something that is discussed with a tax professional and that Power Home Solar LLC cannot give advice on my personal tax liability nor my eligibility for tax refunds. Power Home Solar LLC has discussed with me the availability of renewable energy related tax credits and the basis for which the solar project in question would qualify for tax credits. Power Home Solar LLC will receive the full payment as stated in the in the Agreement signed as well as any change orders or additions added to the project cost of the System regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original Agreement are understood and are to remain valid.

Date June 20, 2020 | 11:41 AM PDT

Customer Name (print) Tylor Howard

Customer Signature   
DocuSigned by:  
6D423F7C8A72401...



**Energy Efficient Package Ticket**

Date: June 20, 2020 | 2:32 PM EDT

Crew Completing: PHS

Customer Name: Tylor Howard

Customer Address: 280 Gwendolyn way

City, State, Zip Code: Fuquay-Varina NC 27526

Customer Phone #: 5073986220

County: Harnett

**EFP Includes the following if applicable:**

- 16 LED Bulbs / 2 LED Flood Lights
- Blown Insulation
- Hot Water Heater Thermal Blanket
- Attic Staircase Cover
- Recess Lighting Covers (*if needed*)
- Solar Attic Fan Na
- Shower Head
- Sink Aerator

**Work Completed / Additional Notes:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sales Representative Signature: *Derrick Cates* DocuSigned by: \_\_\_\_\_ Date: June 20, 2020 | 2:32 PM EDT

Customer Signature: *Tylor Howard* DocuSigned by: E056D8FD44BB4A5... Date: June 20, 2020 | 11:41 AM PDT



### CUSTOMER REIMBURSEMENT FORM

This Customer Reimbursement Form is being delivered and executed by Buyer and Contractor in connection with that certain Solar Energy System Purchase & Installation Agreement (the "Agreement"). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Contractor has agreed to reimburse Buyer for the item(s) set forth below up to the maximum amount(s) set forth adjacent to each such item.

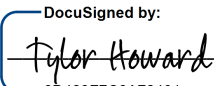
<u>Item</u>	<u>Maximum Reimbursement Amount</u>
stimulus check	\$1800
Tree	\$500

Contractor shall only be responsible for reimbursing Buyer for the actual and documented costs for each item above. Contractor shall reimburse up to the maximum reimbursement amount set forth above upon presentation of proof of payment by Buyer (in form acceptable to Contractor, in its discretion). Any reimbursements due and payable hereunder shall be paid to Buyer within seven (7) days of the Substantial Completion of Installation. Contractor may, in its discretion, reduce any amounts due to Contractor under the Agreement in lieu of reimbursing Buyer hereunder.

Buyer understands and agrees that the item(s) set forth above are being performed at the direction of Buyer by third parties unrelated to Contractor and Contractor is not responsible for, and makes no warranties or representations (whether express or implied) with respect to, the quality, workmanship or other matters relating to or arising in connection with the item(s) set forth above.

Dated: June 20, 2020 | 2:32<sup>PM</sup> 20 EDT

**Buyer:**

Signature:   
DocuSigned by:  
6D423F7C8A72401...  
 Printed Name: Tylor Howard

Date: June 20, 2020 | 11:41 AM PDT

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

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

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

**Contractor:**

Signature:   
DocuSigned by:  
E056D8FD44BB4A5...  
 Printed Name: Derrick Cates

Date: June 20, 2020 | 2:32 PM EDT



## **Back-Up Power Battery System Acknowledgment**

### **Back-Up Power Battery System Information**

The Generac Power Systems, Inc. (“Generac”) back-up power battery system, provided through Power Home Solar, LLC (“PowerHome”), provides (among other features) a battery backup power option capable of delivering emergency back-up power for limited home circuits for a limited time during a power loss event. This Back-Up Power Battery System Acknowledgment is being delivered and executed by Customer in connection with that certain Solar Energy System Purchase & Installation Agreement (the “Agreement”). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

### **Instructions for Proper Care and Use of Your Battery**

Please follow the more detailed instructions included with the Generac back-up power battery system for proper use, storage and care of the entire Generac back-up power battery system (including, in particular, the battery) to ensure that it will function as needed during a power outage. If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can also shorten your battery’s useful life.

### **Customer Acknowledgement**

BY SIGNING BELOW, Customer acknowledges receipt of the detailed instructions included with the Generac back-up power battery system, as well as information about the limitations of battery service in the event of a power failure, and has had an opportunity to discuss the back-up power battery system with PowerHome and Generac representatives to Customer’s satisfaction. Customer further understands that:

- the purpose for purchasing the Generac battery system is for emergency back-up power purposes only as to limited home circuits during a short-term power loss event (not for ongoing, long-term, whole home or commercial use);
- without a functional, charged backup power source for all electronic systems, un-powered systems may not function during a power outage (which may include your phone service and ability to dial 9-1-1);
- even with a back-up power battery system, usage time during a power outage may be limited by multiple factors, including the condition of the back-up power battery system and its battery at the time of the outage;
- the back-up power battery system is limited to 2-3 key circuits only; and
- conserving energy during emergency situations where back-up battery is in use is critical to extending coverage time for the back-up power battery system.

Please select from among the following those Dedicated Loads to be powered during grid failure and/or other power loss event for so long as power remains available in the back-up power battery system: (2-3 Only). Customer may discuss alternative configurations of the 2-3 Dedicated Loads upon installation

- Refrigerator
- Electric Cook-Top
- Microwave
- Limited Lighting
- Limited Receptacles
- ½ HP Sump-Pump



- Livable Space (*i.e.*, living room / home-office)
- Other <sup>Na</sup> \_\_\_\_\_

**FOR MICHIGAN DTE ENERGY CUSTOMERS ONLY:** In addition to the other acknowledgements set forth herein, if Customer is a Michigan resident and DTE Energy customer, then Customer further understands that if Customer's electrical services is less than 200 amps the battery system will *not* supply power to Customer's residence during a grid failure and/or power loss event, however, the battery system will be set up for maximizing self-consumption. Alternatively, if Customer's electrical services do support 200 amps, then the battery system *should* (without any express or implied guarantee, and subject to the other limitations above) be able to store power from the System and *should* (without express or implied guarantee, and subject to the other limitations above) provide Customer with the ability to serve Dedicated Loads during a grid failure and/or a power loss event. In the event Customer is a Michigan resident and DTE Energy Customer and wishes to upgrade Customer's electrical services to 200 amps, at its own cost and utilizing Customer's own contractors, in order to maximize the benefits of the battery system, then Customer must (i) notify PowerHome within ten (10) days of execution of the Agreement and (ii) perform the upgrade to Customer's electrical services no later than thirty (30) days after execution of the Agreement. If the upgrade to Customer's electrical services is not completed for any reason during the aforementioned thirty (30) day period, then PowerHome reserves the right, in its discretion, to proceed with installation of the System based on Customer's existing electrical services. PowerHome does not make, and hereby expressly disclaims, any promise, warranty, representation or guarantee (whether express or implied, oral or written) with respect to Customer's ability to upgrade Customer's electrical services, the costs associated with upgrading Customer's electrical services, and/or the timeframe necessary to complete any such upgrades to Customer's electrical services. Customer acknowledges and agrees that if Customer chooses to upgrade Customer's electrical services as provided in this paragraph, Customer shall ensure that such upgrades are performed by licensed and insured contractors in accordance with applicable laws. PowerHome assumes no liabilities or responsibilities in connection with upgrades to Customer's electrical services or Customer's decision to proceed (or not to proceed) with such upgrades.

#### **No Warranty Except for Generac Warranty**

PowerHome provides no warranty in connection with the Generac battery system (Generac's limited warranty and the terms of that warranty are included with the Generac instructions referred to above (if any)) and PowerHome's warranty as to installation is limited expressly to the limited warranty provided in the Agreement (subject to all limitations provided in the Agreement). Such warranty also does not cover the costs associated with components covered by separate manufacturer's warranties (including Generac's warranty). In the event that the manufacturer of any component is unable or unwilling to honor its product warranty to PowerHome or Customer, then the limited warranty provided by the Agreement will not cover any replacement costs of any such manufacturer's components.

#### **Disclaimer and Limitation on Liability**

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE AGREEMENT, POWERHOME EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE BATTERY SYSTEM, BATTERY AND ITS COMPONENTS (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THOSE CARRYING SEPARATE MANUFACTURER WARRANTIES), AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT



LIMITATION, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE, WHATSOEVER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POWERHOME'S AGGREGATE MONETARY LIABILITY TO CUSTOMER (I.E., THE AMOUNT OF DAMAGES RECOVERABLE AGAINST POWERHOME BY CUSTOMER) FOR ANY REASON AND FOR ANY AND ALL MATTERS, EVENTS, ACTIONS, OMISSIONS AND CAUSES OF ACTION RELATING TO OR ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, AT LAW, IN EQUITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENT ACTS OR OMISSIONS) OR OTHERWISE, **SHALL NOT EXCEED** THE AMOUNT ACTUALLY PAID TO POWERHOME FOR THE WORK PERFORMED ON THE PROJECT.

POWERHOME SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY EVENT UNDER ANY NEGLIGENCE, CONTRACT, STRICT LIABILITY OR OTHER THEORY FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

POWERHOME SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE AGREEMENT AND/OR IN CONNECTION WITH THE BATTERY SYSTEM SHALL BE (AT POWERHOME'S DISCRETION), (A) THE CORRECTION OF ANY MATERIAL DEFECTS IN THE PROJECT, (B) REFUND OF CUSTOMER'S FEES PAID, OR (C) ANY OTHER REMEDY REQUIRED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE CONTRACT PRICE DESCRIBED IN THE AGREEMENT IS SUFFICIENT CONSIDERATION FOR THE LIMITATION OF LIABILITY PROVIDED IN CONNECTION WITH THE BATTERY SYSTEM, WITHOUT WHICH POWERHOME WOULD NOT HAVE UNDERTAKEN THE PROJECT.

Nothing in this Back-Up Power Battery System Acknowledgment shall limit PowerHome's rights and remedies, or any of Customer's representations, warranties, covenants, agreements and acknowledgements, as further provided in the Agreement (including, without limitation, as to PowerHome's security interest in the battery system).

This BACK-UP POWER BATTERY SYSTEM ACKNOWLEDGMENT is made by Customer or Customer's duly authorized representative on Customer's behalf and is entered into as of the June 20, 2020 | 11:41 AM PDT, 20  .

**Customer(s) Acknowledgement and Agreement**

Signature DocuSigned by: Tylor Howard  
Printed Tylor Howard  
Date June 20, 2020 | 11:41 AM PDT

Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Date \_\_\_\_\_

X NOT a Michigan DTE customer



**NOTICE AND ACKNOWLEDGEMENT FOR MICHIGAN CUSTOMERS  
(DTE Energy Customers Only)**

This Notice and Acknowledgement for Michigan Customers (DTE Energy Customers Only) (this “Notice”) is being delivered and executed by Buyer in connection with that certain Solar Energy System Purchase & Installation Agreement (the “Agreement”). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Due to changes adopted by the Michigan Public Service Commission relating to DTE Energy customers, residential customers of DTE Energy will receive an outflow credit of 7.477 cents/kWh for the first 17 kWh/day, and an excess outflow credit of 9.11 cents/kWh. These changes in net-metering rules lower solar energy cost offsetting. As such, if Buyer’s System is not used in real time (*i.e.*, using the energy generated by the System to power Buyer’s residence while it is being generated) and/or Buyer’s System overproduces power, then Buyer will need to take into consideration, among other things, the new outflow credit and excess outflow credit in determining solar energy cost savings (including potential cost offsetting).

Contractor makes an effort to reasonably project energy production and energy savings (including potential offsetting), as well as the appropriate System for Buyer (including, number of solar panels), *however*, due to the changes to net-metering rules discussed herein, and other factors and variables outside of Contractor’s control (including, but not limited to, future changes in regulations, customer’s usage, customer’s overproduction, weather conditions, etc.), Contractor does not make, and hereby expressly disclaims, any promise, warranty, representation or guarantee (whether express or implied, oral or written) with respect to energy production, usage or savings (including cost offsetting) relating to the System.

By signing below, Buyer acknowledges and agrees that Buyer has read and understands this Notice.

Dated: \_\_\_\_\_, 20\_\_

**Buyer:**

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

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

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

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

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

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





919 North Main Street • Suite 200  
Mooresville, North Carolina 28115  
800.489.0068 • 704.489.3380 office  
www.powerhomesolar.com

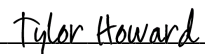
## PHOTOGRAPH AND PUBLICITY RELEASE

I give permission to Power Home Solar, LLC (PHS) to take and publish photographs, video, audio or other impressions of my image or voice (collectively “photographs”). I understand that I will not be compensated for any photographs or other likeness that may be used in this capacity.

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I have read the foregoing, and I fully understand the contents, meaning and impact of this release.

DocuSigned by:  
  
6D423F7C8A72401...  
Customer Name: Tylor Howard

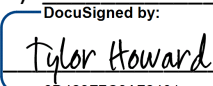
MEMO OF UNDERSTANDING – ROOF CONDITION

I represent that I am not aware of any active leaks or defects on the of roof the property where the solar system is being installed. Further, if Power Home Solar, LLC (PHS) discovers that the roof has active leaks or is otherwise in poor condition such that the system should not be installed, PHS has the right to stop work and/or cancel the installation of the system at its sole discretion.

Further, if I ask PHS to proceed with installation after being advised of the condition of the roof, that I will absolve, indemnify and hold harmless PHS for any and all claims related to roof damages or leaks related to the pre-existing condition of the roof. In any event, PHS is not responsible for damages related to pre-existing defects in my roof.

Date: June 20, 2020 | 11:41 AM PDT

Customer Name (print): Tylor Howard

Customer Signature:  DocuSigned by:  
6D423F7C8A72401...

MEMO OF UNDERSTANDING – TRENCHING OR DIGGING

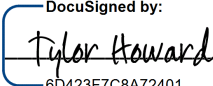
I understand that in order for Power Home Solar, LLC (“PHS”) to install my solar system that certain trenching or digging on my property may be required.

PHS will make best efforts to restore the condition of the land by covering over the trenching. If necessary, PHS will add grass seed and straw only to restore the former condition of the land.

PHS will not restore the land with sod.

Date: June 20, 2020 | 11:41 AM PDT

Customer Name (print): Tylor Howard

Customer Signature:  Tylor Howard  
DocuSigned by:  
6D423F7C8A72401...



# SITE EVALUATION FORM

Project Name: Tylor Howard

## ROOF & STRUCTURAL INFORMATION

### Roof Material:

Please select the appropriate roof material from the options below. If ground mount please skip to electrical questions.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> (Asphalt) shingles | <input type="checkbox"/> Wood Shake          |
| <input type="checkbox"/> Composite Roof                | <input type="checkbox"/> Standing Seam Metal |
| <input type="checkbox"/> Corrugated Metal              | <input type="checkbox"/> Clay S-Tile         |
| <input type="checkbox"/> Flat Tile                     | <input type="checkbox"/> Rubber Membrane     |
| <input type="checkbox"/> W-Tile                        | <input type="checkbox"/> Other: _____        |
| <input type="checkbox"/> Composite Shingle             |  |

### Roof Slope / Pitch Please indicate the roof pitch for all roofs where we plan to attach panels.

- Flat (0 deg)  
 1/12 (4 deg)  
 4/12 (18.5 deg)  
 5/12 (22.5 deg)
- 6/12 (26.5 deg)  
 7/12 (30.26 deg)  
 8/12 (33.75 deg)  
 9/12 (37 deg)
- 10/12 (40 deg)  
 11/12 (42.5 deg)  
 12/12 (45 deg)  
 Other: \_\_\_\_\_

### Rafter Size:

- 2x4  
 2x6  
 2x8  
 2x10  
 Other: \_\_\_\_\_

## ELECTRICAL INFORMATION

### Main Electrical Panel Ratings:

Write the Bus and main circuit breaker rating.

Bus Rating (amps): 200

Main Breaker Rating (amps): 200

### Main Electrical Panel Location:

Please select where the Main Electrical Panel is located.







1.  Exterior    Interior
2.  Basement    Garage    Barn    Pole Mounted
- Main Floor    Other: \_\_\_\_\_
3.  North    South    East    West    NE    NW
- SE    SW

### (E)xisting Meter Location:

1.  Exterior    Interior
2.  Meter-Main (MEP Location)    Pole Mounted\*
- Other: \_\_\_\_\_
3.  North    South    East    West    NE    NW
- SE    SW

### Structure Type:

Please select the appropriate Structure Type from the options below.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Truss (Wood)  | <input type="checkbox"/> Knee Wall + Collar Tie     |
| <input type="checkbox"/> Metal Beam Supported  | <input type="checkbox"/> Collar Tie (Wood)          |
| <input type="checkbox"/> Interior bearing wall (Wood)  | <input type="checkbox"/> Single Span Rafter (Wood)  |
| <input type="checkbox"/> Purlins                  | <input type="checkbox"/> Wood Supported Strut  |
| <input type="checkbox"/> Knee Wall                | <input type="checkbox"/> Wood beam Supported   |

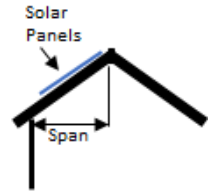
### Rafter Spacing:

Please select the typical distance between each rafter (in inches).

- 12"  
 14"  
 16"  
 24"  
 48"  
 Other: \_\_\_\_\_

### Rafter Span (Ft.): 20

Horizontal distance from the inside surface of the supporting wall to the inside surface of the ridge board



### Utility Entrance:

- Overhead  
 Under Ground

### \*Location of the Pole in relation to the house:

\*For pole mounted utility meters and main electrical panels.

Cardinal Direction: North

Distance: 18

### Interconnection Location:

Please select the electrical location the tap will occur.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Existing Main Electrical Panel (MEP) | <input type="checkbox"/> New Tap Box                       |
| <input type="checkbox"/> Existing Meter                                  | <input type="checkbox"/> Automatic Transfer Switch (ATS)   |
| <input type="checkbox"/> New Sub-Panel                                   | <input type="checkbox"/> Existing Sub-Panel                |
| <input type="checkbox"/> Renewable Meter Adapter (RMA) at Meter          | <input type="checkbox"/> New Main Electrical Panel Upgrade |

### Project Notes & Special Requirements:

Please use this text area to describe any special notes or requirements about the project or system.

.....

.....

.....

.....

.....

.....



919 North Main Street • Suite 200  
Mooresville, North Carolina 28115  
800.489.0068 • 704.489.3380 office  
www.powerhomesolar.com

## Offsets to 100% or Greater

Powerhome Solar and Roofing wants all of our customers to own as much of their power as possible. To that end to make sure that customers who want to own 100% or greater offset value there are certain factors that we want to make sure are understood.

- 1) True Up Month. Utility Companies have what is called a True Up Month. They take away any credits in that month and reset the credit level to Zero. Duke Energy for example does this on May 31<sup>st</sup> of each year. When coming into the peak summer season there are no credits to offset the high usage and even with 100% offset you could still have an electric bill above the minimum charge of the meter.
- 2) Monthly Meter Charge. Even with credits passing forward or zero utility usage for the month you will still be charged monthly for the meter being installed on your property. Each area and utility company is different. Charges could range from \$13 to \$19 per month.
- 3) Energy Efficiency Package. It is easier to save energy than it is to create it. Having our energy efficiency package installed saves energy. The typical household on average will see a reduction in their monthly usage of up to 25%.
- 4) Increased Usage. If you plan on needing more electrical usage in the near term, i.e. adding swimming pool, electric car purchase etc., we will go over 100% offset if that is what you need.

We welcome you to the solar community and know that you are going to appreciate owning your power. Not only will you receive years of clean energy you are helping our planet and the future generations to come.

DocuSigned by:

*Tyler Howard*

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Buyers Signature



**Addendum to Solar Energy System Purchase & Installation Agreement**

The undersigned, as Buyer under the attached Solar Energy System Purchase & Installation Agreement (the “Agreement”), acknowledges and agrees that full or partial shading can have a negative impact on a solar system’s production and output. Shading is when something, whether a natural or man-made object or obstruction, partially or fully blocks one or more solar panels from catching sunlight. Examples of shading include, without limitation, trees, chimneys, passing of clouds, neighboring buildings and similar man-made or naturally occurring obstructions partially or fully blocking one or more solar panels. Buyer understands and agrees that Buyer is solely responsible for the removal or trimming of any trees or other objects that may impact a solar system’s production and output. Any shading (including the impact thereof on a solar system’s production and output) presented to Buyer in any proposal or other document are based on assumptions, should *not* be relied upon by Buyer and are in no way any guarantee with respect to any current or future shading conditions and/or their impact on a solar system’s production and output. All warranties or representations (whether express or implied) with respect to shading (including the impact thereof on a solar system’s production and output) are expressly disclaimed.

**Buyer(s)**

DocuSigned by:  
Signature: Tylor Howard  
6D423F7C8A72401...  
Printed Name: Tylor Howard  
Date: June 20, 2020 | 11:41 AM PDT

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

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

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



## NOTICE AND ACKNOWLEDGEMENT FOR ILLINOIS CUSTOMERS

This Notice and Acknowledgement for Illinois Customers (this “Notice”) is being delivered and executed by Buyer in connection with that certain Solar Energy System Purchase & Installation Agreement (the “Agreement”). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Illinois currently has a renewable portfolio standard (“RPS”) which requires electricity suppliers to source a percentage of their electricity from solar energy. Solar renewable energy credits (“SREC”) can be purchased by electricity suppliers to fulfill their RPS requirement. The Illinois Adjustable Block Program (the “ABP”) features capacity-based blocks set at pre-determined prices for 15-year SREC contracts. The SREC contract value is based on the facility’s projected energy production and the SREC price for its block category that is open at the time of application. The ABP requires facility owners to apply through SREC contract managers called “Approved Vendors”.

Installation of Buyer’s System *may* (without express or implied guarantee) allow Buyer to participate in the ABP by selling SREC. As such, in order to assist Contractor’s customers (including Buyer) located in the State of Illinois in the sale of SREC in accordance with the ABP, Contractor has established a relationship with SRECTrade, Inc. (“SRECTrade”), which is an Approved Vendor.

Buyer’s participation in the ABP and/or use of SRECTrade as Buyer’s SREC contract manager is *voluntary*, however, if Buyer elects to participate in the ABP by contracting with SRECTrade, Buyer understands, acknowledges and agrees to each of the following: (i) Contractor may receive compensation from SRECTrade in connection with the submission and/or acceptance of a facility application to/from SRECTrade (including in connection with Buyer’s application), (ii) Contractor, as the installer, will submit (and is hereby authorized to submit) certain documents to SRECTrade on Buyer’s behalf, including, the disclosure form and the facility application, and Buyer agrees to hold Contractor and its employees and agents harmless from any errors or omissions arising in connection with the submission of a facility application, (iii) any agreement regarding Buyer’s sale of SREC or participation in the ABP shall be between Buyer and SRECTrade (and Contractor shall not be a party thereto), and Buyer shall look to SRECTrade only with respect to any issues, claims and/or questions concerning the sale of SREC, participation in the ABP or any agreement between Buyer and SRECTrade, (iv) Buyer shall be *solely* responsible for any fees, collateral or other consideration required, due or owing to SRECTrade, (v) in the event of Buyer’s non-selection for the ABP, Buyer shall still be obligated to perform under the Agreement (and shall not be released therefrom, including Buyer’s obligation to pay for the System in full as provided in, and subject to, the Agreement), (vi) Buyer has previously received from Contractor, as part of Buyer’s proposal, a copy of the System design and site plan of the System, and (vii) the *estimated* annual degradation of Buyer’s System is 0.7%.

Contractor does not make, and hereby expressly disclaims, any promise, warranty, representation or guarantee (whether express or implied, oral or written) with respect to the

potential cost offsetting, if any, relating to Buyer's participation in the ABP, the sale of SREC by Buyer (including the potential present or future value such sale may, if at all, realize to Buyer), or SRECTrade.

This Notice supplements the Agreement, and to the extent of any conflict or inconsistency between this Notice and the Agreement, the provisions of this Notice shall prevail and control.

By signing below, Buyer acknowledges and agrees that Buyer has read, understands and agrees to be bound by this Notice.

Dated: June 20, 2020 | 2:33 PM EDT

**Buyer:**

DocuSigned by:  
Signature: Tylor Howard  
6D423F7C8A72401...

Printed Name: Tylor Howard

Date: June 20, 2020 | 11:41 AM PDT

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

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

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



## Certificate Of Completion

Envelope Id: 57B7475797BB476EA57C549CDD286A2C

Status: Completed

Subject: Tylor Howard

Source Envelope:

Document Pages: 32

Signatures: 20

Envelope Originator:

Certificate Pages: 5

Initials: 6

Derrick Cates

AutoNav: Enabled

919 N Main St,

Envelopeld Stamping: Enabled

Mooresville, NC 28115

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

dcates@powerhome.com

IP Address: 99.203.84.217

## Record Tracking

Status: Original

Holder: Derrick Cates

Location: DocuSign

6/20/2020 2:11:48 PM

dcates@powerhome.com

## Signer Events

Derrick Cates

dcates@powerhome.com

Sales Representative

PowerHome Solar

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

E056D8FD44BB4A5...

Signature Adoption: Pre-selected Style

Using IP Address: 99.203.84.217

## Timestamp

Sent: 6/20/2020 2:13:58 PM

Viewed: 6/20/2020 2:14:28 PM

Signed: 6/20/2020 2:32:59 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tylor Howard

tylor.howard@hotmail.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

6D423F7C8A72401...

Signature Adoption: Pre-selected Style

Using IP Address: 172.220.232.247

Signed using mobile

Sent: 6/20/2020 2:33:04 PM

Viewed: 6/20/2020 2:34:10 PM

Signed: 6/20/2020 2:41:51 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/20/2020 2:34:10 PM

ID: 99224e05-73dc-47b6-b69c-06dc34cb678a

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Contracts

contracts@powerhome.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/20/2020 2:41:58 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Derrick Cates dcates@powerhome.com Sales Representative PowerHome Solar Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 6/20/2020 2:41:59 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/20/2020 2:41:59 PM
Certified Delivered	Security Checked	6/20/2020 2:41:59 PM
Signing Complete	Security Checked	6/20/2020 2:41:59 PM
Completed	Security Checked	6/20/2020 2:41:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Powerhome (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Powerhome:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 8007652815

To contact us by email send messages to: [contracts@powerhome.com](mailto:contracts@powerhome.com)

### **To advise Powerhome of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [customerservice@powerhome.com](mailto:customerservice@powerhome.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Powerhome**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@powerhome.com](mailto:contracts@powerhome.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Powerhome**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@powerhome.com](mailto:contracts@powerhome.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Powerhome as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Powerhome during the course of your relationship with Powerhome.