

# SmartSave Agreement

Home Improvement Contract

## WE'VE GOT YOU COVERED WITH OUR WORRY FREE SERVICE



We provide hassle-free design, permitting, installation, and maintenance



We provide monitoring of your system to track performance



We provide an industry best workmanship warranty and service the product warranties



Selling your home? Our lending partners have a 100% transfer rate to the new homeowner

## CONGRATULATIONS FOR TAKING CONTROL OF YOUR ELECTRIC BILL

### OUR PROMISES:

- We will design and install a customized solar energy system for your property
- The system's solar panels, inverters, and racking system each carry their own manufacturer's warranty and we service those warranties
- Our work will be free from material defects and our roof Penetrations will be insured for the first 10 years
- We will fix or pay for any damage we cause to your property or belonging related to installing the system
- We will make system production information available and Provide warranty support for 25 years

### YOUR COMMITMENT:

- Confirm that you own the property
- Respond promptly to our sales and support teams
- Continue service with your utility for any energy you use beyond the system's production

#### Customer Information:

#### Project Location:

#### Company Representative:

Name: Van Coats  
 Phone Number: (910) 920-5362  
 Email Address: Anncoats1@gmail.com  
 Co-Signer Name:

Street Address: 115 Sherman Pines Dr  
 City: a  
 State: NC  
 Zip Code: 27526

Name: Brandon Lau  
 Phone Number: (919) 710-2932  
 Email Address: blau@byldbetter.com

<b>TERM (YRS)</b> None	<b>RATE (%)</b> None	<b>CONTRACT TOTAL</b> \$42,141.99
<b>MONTHLY</b> 0	<b>FEDERAL TAX CREDIT</b> \$12,642.60	<b>NET PRICE</b> \$29,499.39

\* If the voluntary payment amount of 30% is not paid down by month 18, then the monthly loan payment will increase to None

System Size (kW): 4.740

Estimated First Year Production (kWh): 6,815

Offset Percentage (%): 53

### Terms and Conditions

This Sales and Installation Agreement (collectively with any exhibit attached hereto, this "Agreement") is entered into by and between BYLD LLC, and all subsidiaries, agents, contractors, collectively (the "Company"), and the homeowner, signature authority, and/or co-signer, collectively (the "client"), for the installation of solar, roofing, home efficiency, or maintenance work at the listed address (the "install location").

Signature on this agreement is required for BYLD to conduct a site audit.

1. Installations must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority (e.g. permits, inspections)
2. The Company will require all necessary client information to proceed with mandatory Federal Government, State, and AHJ applications.
3. The Company will require access to the install location in order to proceed with initial project assessment, construction, inspection and required maintenance. The client will be contacted prior to visits, and will need to arrange property access allowing the company to fulfill its portion of the agreement.
4. The Company is not responsible for any tax liabilities that may be associated with the receipt of the Federal and/or State Tax Incentive Programs.
5. The Company does not endorse, guarantee or warrant any particular brand, manufacturer or third party services.
6. The Client hereby agrees to indemnify, defend and hold harmless, The Company from any and all liability associated with this program/project except for the labor warranties provided.

Please refer to the product specification sheet and online warranty information for details regarding the manufacturers warranties for your specific project. Manufacturer is responsible for all solar components warranties, The Company is responsible for all labor warranties unless

stipulated otherwise. The Company warrants your roof against damage and water infiltration at each roofing penetration made in connection with the installation of the system for a period of ten (10) years from the installation of the system. The Company will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting from any water infiltration. The Company commits to servicing these warranties for the client:

- 25 year limited power output warranty
- 25 year limited product manufacturer's warranty on solar panels
- 20 year limited warranty on racking system and up to 25 year limited warranty on inverters
- 20 year workmanship warranty

7. No amount of energy savings, energy production or income generation are guaranteed as a result of the purchase and installation of eligible equipment.

8. The Company is responsible for the application process, from initiation through completion unless mentioned otherwise by The Client, in which case the client may designate a primary contact; however, the client is responsible for ensuring that the guidelines, terms and conditions, requirements, and program processes are adhered to.

9. It is the responsibility of The Company to ensure that all appropriate permits (e.g. local, state) have been obtained including ensuring that Deed Restrictions do not prohibit the installation of the proposed PV system.

10. Federal, State, Local, Utility program guidelines and rebate levels are subject to change without notice, and may be terminated by executive, legislative or regulatory action at any time. Utility rates are also subject to change. The Company is not held accountable for loss of rebate, income, savings or delays resulting from such a situation.

11. Prior to final pricing, The Company reserves the right to conduct a site visit/audit to verify that all satellite calculations were exact. Materials offered are subject to change without notice. Quality and efficiency offered will remain within 5% less, 10% more, or equivalent.

12. All payments must be made according to the scheduled agreement. Personal Check, Wire Transfer, all major Credit/Debit Cards (only for initial deposit), and Bankers Draft are all acceptable methods of payment. All goods remain the property of The Company until final payment has been completed. Payments outstanding beyond their respective due dates will incur interest at the rate of 2% on the outstanding balance, until the balance is paid in full and final settlement has been reached.

13. The Company does not, will not, and cannot hold responsibilities in relation to any form of damage caused by an act of God, including accumulated snow and/or ice and/or hail on or around the solar array.

14. The timeline proposed in this offer cannot be guaranteed by The Company and The Company cannot be held accountable for any delays resulting from situations not under the control of The Company (rain, snow, permitting, application approval delays, HOA delays etc.)

15. The Company will not sell, share, or rent your personal information to any third party, or use your e-mail address for unsolicited mail. All e-mail messages sent by The Company will pertain solely to the provision of agreed services and products. Any information on pricing and procedures will remain confidential between the client and The Company and are not to be shared with other companies.

16. Warranty or maintenance obligations information may be sold to or transferred to a third party at any time.

17. The cooling off period, as detailed in Exhibit 2 below, by federal law gives the client a 3 day right of rescission. In an effort to keep our timelines short and the client experience top notch, we start working on the project on day 4. This work in most cases includes but is not limited to permitting, zoning, utility applications, and HOA applications. The cost associated with the above work can be charged to the client if the client cancels outside of the cooling off period. This does not include projects that are canceled due to restrictions, placement changes, or final pricing discrepancies.

18. By signing electronically, and upon doing so, the client agrees to all program requirements including all terms and conditions of The Company and both parties are executing this offer in good faith.

**Signer:**

Name: Van Coats  
DocuSigned by:  
Signature:   
7AB82D049D4540B...  
Date: 1/17/2024

**Co-Signer:**

Name: None  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

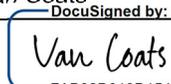
**Sales Representative:**

Name: Brandon Lau  
DocuSigned by:  
Signature:   
8420D2BC23194EB...  
Date: 2/13/2024

### Authorization Form

I Van Coats, grant permission to BYLD LLC to; (1) make adjustments to my name and address in the Home Improvement Contract or Solar Installation Agreement between myself and BYLD LLC, and all accompanying documents (together the "Agreement"), so that such information will be aligned with relevant databases used for funding partners, utility companies, or any other parties necessary to carry out the actions and obligations contemplated by, and pursuant to , the Agreement; and (2) complete, sign and submit any homeowners association, utility interconnection, and jurisdictional required documents on my behalf.

**Signer:**

Name: Van Coats  
DocuSigned by:  
Signature:   
7AB82D049D1540B...  
Date: 1/17/2024

**Co-Signer:**

Name: None  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT 1 (The Company COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the signature date above. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (The Company) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (The Company) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (The Company) regarding the return shipment of the goods at the seller's (The Company) expense and risk. If you do make the goods available to the seller (The Company) and the seller (The Company) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (The Company), or if you agree to return the goods to the seller (The Company) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to The Company, Document Receiving: **1213 W Morehead Street STE 500, Charlotte, North Carolina, 28208** no later than the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_.

Customer's Full Name:

\_\_\_\_\_

Customer's Signature:

\_\_\_\_\_

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EXHIBIT 2 (The Client COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the signature date above. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (The Company) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (The Company) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (The Company) regarding the return shipment of the goods at the seller's (The Company) expense and risk. If you do make the goods available to the seller (The Company) and the seller (The Company) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (The Company), or if you agree to return the goods to the seller (The Company) and fail to do so, then you remain liable for performance of all obligations under the contract.

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I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_.

Customer's Full Name:

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Customer's Signature:

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