

Solar United Neighbors – Solar Installer Agreement

This Solar United Neighbors – Solar Installer Agreement (this “Agreement”) is made as of the date last signed by both Parties, by and between [Installer], a [state][type of company] with an address of [address] (“The Installer”), and the Solar United Neighbors, a District of Columbia non-profit corporation, with an address of 1115 Massachusetts Avenue NW, Washington, D.C. 20005. Solar United Neighbors and Installer may be referred to collectively as the “Parties” or individually a “Party”.

BACKGROUND STATEMENT

Solar United Neighbors is a network of grassroots, local, state, and national organizations working to build and promote locally-based renewable energy projects and policies.

On the national level, Solar United Neighbors supports and helps build a diverse network of groups and individuals implementing renewable energy projects in their communities. On the state level, Solar United Neighbors promotes and operates programs in various states to promote solar throughout the state, with the goal of (1) developing and scaling solar projects within communities, (2) passing solar policies that expand the state’s solar market, and (3) building a community of clean energy advocates that traverse traditional political fault lines.

Solar United Neighbors has established a Solar United Neighborhoods Program in some states to promote Solar Purchasing Co-Ops in those states, and Solar United Neighbors has established a Solar United Neighborhoods Program (the “Program Name”) in [insert state name]. The purpose of the [Program Name] will be to promote the use of solar power through Solar Purchasing Co-Ops and other means.

The [Project Name] Selection Committee has selected [Installer] as the winning bidder for the [Project Name] RFP.

To facilitate the implementation of [Project Name], the Parties hereby agree to the following terms set forth below.

TERMS, CONDITIONS AND AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby represent, warrant, covenant and agree as follows:

1. Scope of the Agreement. This Agreement governs the relationship of Solar United Neighbors and the Installer. The Installer has been selected to implement [Project Name]. This Agreement does not create a legal partnership or joint venture.

2. Solar United Neighbors Duties. Solar United Neighbors will provide the following services in support of [Project Name]:

- a. Disclose current participants' names and contact information to Installer; and
 - b. Disclose any additional participants' names and contact information to Installer for a period of **two months**.
 - c. Arrange weekly check in with installer, assist in troubleshooting and communication with co-op members
 - d. Continue to recruit members to join the **Project Name** for a period of **two months**.
3. Installer Duties: Installer will provide the following services in a timely manner in support of **Project Name**:
- a. Participate in weekly check-in call with Solar United Neighbors
 - b. In advance of the call, update the Solar United Neighbors-provided tracking system in Salesforce with co-op member information.
 - c. Call and schedule site visits with each participant within one week of receiving the participant's information;
 - d. Prepare individualized proposals for each of the participants based on the specifications (including equipment and warranties) and prices in your approved proposal. Each proposal should indicate the size expressed in KW and the proposed tilt and azimuth of the array. The proposal should include a list of all adders, a breakdown of available state and federal incentives and options for selling SRECs, and estimated annual production of the proposed system and the resulting percentage of annual electricity consumption the system is expected to offset. Contracts prepared for the co-op members should also include the system, size, azimuth, and tilt. Any costs that are above the base \$/W price listed in your bid must be specified separately (not included in the \$/W price) and justified via documentation (e.g., electrical panel requires upgrades to meet permitting requirements, etc.). It is understood that all proposals base price includes engineering design, permitting, interconnection requirements and SREC registration.;
 - e. Provide prepared proposals to participants within one week of their site visit;
 - f. Email Solar United Neighbors copies of the first 3 proposals issued to co-op members;
 - g. Respond to participant questions and concerns in a reasonable timeframe;
 - h. Implement the program within the following deadlines:
 - i. Deadline for new participants to sign up: **Month Day, Year**
 - ii. Deadline for all site visits to be completed: **Month Day, Year**
 - iii. Deadline for all proposals to be provide to participants: **Month Day, Year**
 - iv. Deadline for all signed contracts: **Month Day, Year**

- v. Post co-op check-in (final invoicing, metrics, status of installs/interconnections) **three months after above contract deadline**
- i. Pay Solar United Neighbors a fee equal to \$600 per participant that enters into a contract with Installer for the supply and installation of a photovoltaic electric system.
 - i. Occasionally co-op members will have previously engaged with your company independently of the co-op. If your company has issued a proposal to the homeowner within the last three (3) months of this contract date, Solar United Neighbors will not require the \$600 fee for that customer. However, the customer must still receive the co-op pricing and components offered in the co-op bid. In such cases, Solar United Neighbors will require a copy of the previous proposal and will verify receipt of the proposal with the co-op participant.

Though Solar United Neighbors has set a “deadline for all signed contracts” above (in order to motivate co-op members), occasionally co-op members will require more time to sign their contracts due to roofing work, arranging financing, vacations, etc. If a co-op member signs a contract with your company within three (3) months of the above “deadline for all signed contracts”, Solar United Neighbors will require the \$600 fee. Solar United Neighbors will arrange a final check-in call after three months have passed in order to provide a final invoice, update any missing data, and to ensure each co-op member is fully interconnected or progressing towards interconnection in case of delays.

- j. Provide a certificate of insurance, which lists Solar United Neighbors as “Additional Insured.”
- k. Complete all permits, registrations, interconnection agreements, and SREC registrations for each participant.
- l. Provide Solar United Neighbors with photos of co-op member installations;
- 4. Solar United Neighbors’ Support of the Participants. The Parties acknowledge and agree that Solar United Neighbors is not a party to the agreements between the Installer and the program participants and that Solar United Neighbors has no obligations under those agreements. Solar United Neighbors may, but is not required to, provide support and assistance to the program participants. Installer will not object to Solar United Neighbors’ assistance and support of the participants. For example:
 - a. Each participant may disclose to Solar United Neighbors any and all contracts and/or communications the participant has with the Installer; and
 - b. Solar United Neighbors may communicate with the Installer about the status, progress, and/or implementation at each participant site.
 - c. To the extent a dispute arises between the Installer and a participant, Solar United Neighbors may, at its option, request that the Installer participate in the Dispute Resolution process set forth in paragraph 9 below. In such an event, Installer shall agree to cooperate in the Dispute Resolution process of paragraph 9.

5. In the case that more than one installer is selected to work with participants, after the initial equal distribution of participants between each selected installer Solar United Neighbors reserves the right to distribute subsequent participants who join the group based on the performance of each installer per the requirements described in this agreement.

6. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been served and received (i) when delivered in person to the address set forth below for the Party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such Party at the address specified below, (iii) the next business day if deposited into the custody of FedEx Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the Party at the address specified below, or (iv) upon transmission if electronically transmitted to the Party, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

[The Installer]
Attention:
[Address]
[Address]

Solar United Neighbors
Attention: Executive Director
1115 Massachusetts Avenue NW
Washington, D.C. 20005

7. Remedies. Any and all remedies identified in this Agreement are cumulative and not exclusive and shall be in addition to any other remedy which the Parties may have. In no event shall Solar United Neighbors be liable for any special, indirect, punitive, exemplary, incidental or consequential loss or damages of any nature howsoever caused, and whether based on contract, tort (including negligence), indemnity, strict liability or any other theory of the law.

8. Governing Law. This Agreement is governed by the law of the District of Columbia.

9. Dispute Resolution.

a. In the event of a Dispute, senior representatives of the Parties shall meet in Washington, DC as soon as reasonably possible but not later than 30 days after the sending of a written notice of a Dispute and shall engage in good faith negotiations aimed at resolving the Dispute. If the Parties are unable to resolve a Dispute satisfactorily within 30 days from the date of the meeting, either Party may submit the Dispute to arbitration as provided for in Section 9(b) below.

b. Any Dispute that has not been resolved in accordance with Section 9(a) above shall be determined by arbitration administered by JAMS in accordance with the Rules by a single arbitrator and as agreed upon by the Parties acting reasonably and in good faith or, failing any such agreement within 60 days of the submission by either Party of a written notice of intention to arbitrate, appointed in accordance with the Rules. An award rendered by any such arbitrator shall be final and binding upon the Parties and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, DC. Neither Party shall be

entitled to recover costs and expenses associated with the arbitration, such as attorney's fees.

- c. Notwithstanding any provision of this Section 9, either party may seek injunctive or other equitable relief whenever the facts or circumstances would permit such party to seek such equitable relief in a court of competent jurisdiction whether in lieu of, in addition to, or prior to initiation of any arbitration as set forth above.

10. Waiver. The failure of a Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, or in any way to affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

11. Entire Agreement/Interpretation. This Agreement and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between the Parties; no prior written or prior or contemporaneous oral promises or representations shall be binding. All prior understandings and agreements between the Parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties with respect thereto. This Agreement shall not be amended, changed or extended except by written instrument signed by both Parties hereto. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed more strongly against any Party, regardless of who was more responsible for its preparation. Time is of the essence under this Agreement.

12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereunder.

13. Assignment. This Agreement is personal to the Parties and is not assignable. Neither The Installer nor Solar United Neighbors shall be entitled to assign this Agreement, or any right or obligation described in this Agreement, without the written consent of the other Party, which may be withheld in such Party's absolute and unfettered discretion. Further, no assignment shall cause a release of the assigning Party's obligations pursuant to this Agreement. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the Parties hereto.

14. Counterparts. This Agreement shall not become effective until it has been executed by all of the Parties hereto, but shall be dated for purposes hereof as of the last date and year signed by both Parties. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument. This Agreement, signatures, initials, documents referenced in this Agreement, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.

15. Waiver of Trial By Jury. THE PARTIES HEREBY AGREE AS FOLLOWS: EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT

MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

16. Authority. Each Party represents and warrants to the other that this Agreement has been duly approved by any necessary corporate action and that it represents the binding obligation of such Party.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

Installer

Solar United Neighbors,
a District of Columbia non-profit corporation

By: _____

By: _____
Executive Director

Date: _____

Date: _____