

## **Solar United Neighbors – Installer Agreement**

This Solar United Neighbors – Installer Agreement (the “Agreement”) is made as of the date last signed by both Parties (the “Effective Date”), by and between {INSTALLER}, a {STATE} {COMPANY TYPE} with an address of {ADDRESS} (the “Installer”), and the Solar United Neighbors, a District of Columbia non-profit corporation, with an address of 1350 Connecticut Ave NW Suite 412, Washington, DC 20036. Solar United Neighbors and Installer may be referred to individually a “Party” or collectively as the “Parties”.

### **Recitals**

Whereas, Solar United Neighbors is 501(c)(3) non-profit organization dedicated to an open, transparent, and competitive solar market and working to build and promote locally-based renewable energy projects and policies.

Whereas, Solar United Neighbors promotes and operates programs 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.

Whereas, the {PROJECT NAME} (the “Project”) is a group of individuals organized by Solar United Neighbors for the purpose of assisting individuals in soliciting bids from and selecting a installation company for the purpose of installing individual solar electric systems, and/or battery storage systems, and/or EV chargers on their properties.

Whereas, the Project Selection Committee, made up of volunteer co-op members, has selected the Installer as the winning bidder for the Project RFP for the purpose of providing and installing solar panels, and/or battery storage, and/or EV chargers and related equipment for homeowners participating in the Project (the “Co-op Members”).

Whereas, any attached Addendum are part of this Agreement.

Whereas, to facilitate the implementation of the Project, 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 and Term of the Agreement.** This Agreement governs the relationship of Solar United Neighbors and the Installer. The Installer has been selected to implement the Project. The Term of this Agreement shall commence on the Effective Date and terminate upon completion of all installations and any applicable warranty periods following completion of the Project.

2. **Obligations of Solar United Neighbors.** Solar United Neighbors will provide the following services in support of the Project:

- a. Provide current Co-op Members' names and contact information to Installer;
  - b. Provide any additional Co-op Members' names and contact information to Installer for the period specified in Exhibit A from the Effective Date of this Agreement;
  - c. Arrange weekly check in calls, or meetings, with Installer, and assist in troubleshooting and communicating with Co-op Members; and
  - d. Continue to recruit Co-op Members to join the Project for the period specified in Exhibit A from the Effective Date of this Agreement.
3. Obligations of Installer: Installer will provide the following services in a timely manner in support of the Project:
- a. Participate in weekly check-in call, or meeting, with Solar United Neighbors;
  - b. In advance of the call, update Solar United Neighbors-provided tracking system in Salesforce with Co-op Member information including, but not limited to, milestone dates for each Co-op Member project, system size, contract amount, and estimated annual production in kilowatt hours (kWh);
  - c. Call and schedule site visits with each Co-op Member within one week of receiving the Co-op Member's information;
  - d. Prepare individualized proposals for each of the Co-op Members based on the specifications (including equipment and warranties) and prices in Installer's approved proposal attached as Exhibit B. It is understood that all proposals' and contracts' base price include all elements necessary to design and construct the system including, but not limited to, engineering design, permitting, interconnection requirements, and SREC registration. Each individualized proposal shall include the following:
    - i. the installed system cost and cost per Watt (\$/W);
    - ii. any milestone payments required, and clear indication of when payments are due;
    - iii. system size expressed in kW (DC);
    - iv. proposed tilt and azimuth of the solar array(s);
    - v. estimated annual production of the proposed solar array(s) and the resulting percentage of annual electricity consumption the system is expected to offset;
    - vi. list of any applicable adders and description of reason/purpose for adder;
    - vii. breakdown of available state and federal incentives;
    - viii. who the system owner is; and
    - ix. options for selling Solar Renewable Energy Credits ("SRECs") in markets where applicable.

- e. Provide prepared proposals to Co-op Members within one week of their site visit;
- f. Email Solar United Neighbors copies of the first three (3) proposals issued to Co-op Members, and additional proposals issued to Co-op Members as may be requested by Solar United Neighbors;
- g. Respond to Co-op Member questions and concerns in a reasonable timeframe;
- h. Prepare individualized contracts for Co-op Members that clearly state:
  - i. all disclaimers, contract cancellation notices, and other language required by applicable jurisdiction(s);
  - ii. the installed system cost and cost per Watt (\$/W);
  - iii. any milestone payments required, and clear indication of when payments are due;
  - iv. a clear description of installation and roof penetration warranty terms; and
  - v. arbitration terms that include a requirements that, (1) the arbitration shall be governed by the rules and regulations of the American Arbitration Association (“AAA”), (2) a single, neutral arbitrator will be appointed in accordance with the rules of the AAA, (3) the Co-op Member(s) shall be eligible to recover arbitration costs (including attorney, consultant and expert witness fees) should the Co-op Member be the prevailing party, (4) the Installer shall not be eligible to recover arbitration costs (including attorney, consultant and expert witness fees) should the Installer be the prevailing party, and (5) establish [Washington, DC] as the location for any arbitration proceedings.
- i. Implement the Project within the deadlines outlined in Exhibit A;
- j. Pay Solar United Neighbors a fee (the “Fee”) equal to applicable contract type as listed in Exhibit A of this agreement. The Fee is due for each Co-op Member that enters into a contract with Installer.
  - i. Though Solar United Neighbors has established the Contract Execution Date in Exhibit A, occasionally Co-op Members will require additional time to execute their contracts due to roofing work, arranging financing, vacations, etc. If a Co-op Member signs a contract with Installer within three (3) months after the above Contract Execution Date, Solar United Neighbors shall still be entitled to payment of the Fee. Solar United Neighbors will arrange a final check-in call three (3) months following the deadline established in Exhibit A in order update any missing data, and to ensure each Co-op Member is fully interconnected or progressing towards interconnection in case of delays.
  - ii. Solar United Neighbors will invoice for each Co-op Member that enters into a contract with Installer within forty-five (45) days from the date of signing the contract. An invoice will be issued at the beginning of every month and payment shall be due within sixty (60) days after the invoice date.

- iii. Failure to pay invoices when due will result in the Installer being disqualified from bidding on future projects until (1) all outstanding balances are paid or (2) Solar United Neighbors has provided written consent to Installer's participation in a future bid.
  - iv. Occasionally Co-op Members will have previously engaged with Installer independently of the co-op. If Installer has issued a proposal to the Co-op Member within the last three (3) months of the Effective Date of this Agreement, Solar United Neighbors will not require payment of the Fee for that particular customer, provided: (1) the Co-op Member still receives the pricing and components offered in Installer's bid for the Project; (2) if requested by Solar United Neighbors, Installer provides a copy of the previous proposal; (3) Solar United Neighbors has verified that the Co-op Member received the previous proposal from Installer; and (4) the previous proposal was not issued to the Co-op Member as a member of a previous Solar United Neighbors project serviced by Installer.
  - k. Obtain and maintain insurance coverage in amounts equal to the higher of (i) standard to the industry or (ii) that required by applicable state law for Commercial General Liability, Automobile Liability, Workers Compensation, and Umbrella/Excess Liability and provide a certificate of insurance, which lists Solar United Neighbors as "Additional Insured";
  - l. Complete all permits, registrations, interconnection agreements, and SREC registrations for each Co-op Member;
  - m. Provide the Co-op Member with the approved and final documentation for all inspections and interconnection;
  - n. Provide Solar United Neighbors with photos of Co-op Member installations upon completion; and
  - o. Comply with additional terms and conditions set forth in Exhibit A and on any addendums attached hereto.
4. Solar United Neighbors' Support of the Co-op Members. The Parties acknowledge and agree that Solar United Neighbors is not a party to the agreements between the Installer and the program Co-op Members 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 Co-op Members. Installer will not object to Solar United Neighbors' assistance and support of the Co-op Members. For example:
- a. Installer hereby consents to the disclosure, by each Co-op Member, to Solar United Neighbors of any and all contracts and/or communications between such Co-op Member and the Installer; and
  - b. Solar United Neighbors may communicate with the Installer about the status, progress, and/or implementation at each Co-op Member site.
  - c. Solar United Neighbors may choose to conduct a third-party quality control assessment on one or more completed and interconnected co-op installations chosen at random.

Inspections would include a visual assessment of components and workmanship and be performed by an experienced inspection contractor selected independently by Solar United Neighbors. Any inspection costs would be at the expense of Solar United Neighbors. Solar United Neighbors can provide assessment criteria to the installer upon request.

- d. To the extent a dispute arises between the Installer and a Co-op Member, Solar United Neighbors may informally endeavor to mediate between parties to reach a resolution to the extent that such mediation is desired by either party.

5. In the case that more than one installer is selected to work with Co-op Members, after the initial equal distribution of Co-op Members between each selected installer, Solar United Neighbors reserves the exclusive right to distribute subsequent Co-op Members who join the group among the selected installers.

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 three (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 and the sender has received a confirmation of delivery, 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.

Solar United Neighbors  
Attention: Executive Director  
1350 Connecticut Ave NW Suite 412  
Washington, DC 20036

[Installer contact information contained in Exhibit A]

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 at law or in equity. 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 laws 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 thirty (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 thirty (30) days from the date of the meeting of senior representatives, either Party may submit the Dispute to binding 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 the AAA, in accordance with the rules of the AAA, 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 of the AAA. 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. The Parties agree that any fees or expenses billed by the Arbitrator shall split evenly between the Parties.
- 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 arbitration proceedings pursuant to this Section 9.

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. 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.

12. Amendments. This Agreement shall not be amended, changed or extended except by written instrument signed by both Parties hereto.

13. Severability. 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.

14. Interpretation. 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.

15. 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.

16. Assignment. 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 prior written consent of the other Party, which may be withheld in such Party's absolute and unfettered discretion. Furthermore, 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.

17. Counterparts. This Agreement shall not become effective until it has been executed by both 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.

18. Waiver of Trial By Jury. **THE PARTIES HEREBY AGREE AS FOLLOWS: (A) 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.**

19. INDEMNIFICATION. **INSTALLER (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SOLAR UNITED NEIGHBORS AND ITS AFFILIATES, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND (THE "INDEMNIFIED PARTY") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING OUT OF, RESULTING FROM, OR CAUSED BY A BREACH OF THIS AGREEMENT, A BREACH OF THE AGREEMENT BETWEEN INSTALLER AND A CO\_OP MEMBER, VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAWS, OR BY ACTS, ERRORS, OR OMISSIONS OF THE INDEMNIFYING PARTY, ITS SUBCONTRACTORS, ITS AFFILIATES, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS. NOTHING IN THIS SECTION SHALL ENLARGE OR RELIEVE INSTALLER OR SOLAR UNITED NEIGHBORS OF ANY LIABILITY TO THE OTHER FOR ANY BREACH OF THIS AGREEMENT. THIS INDEMNIFICATION OBLIGATION SHALL APPLY NOTWITHSTANDING ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE INDEMNIFIED PARTY. SOLAR UNITED NEIGHBORS SHALL NOT BE INDEMNIFIED FOR DAMAGES RESULTING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THESE INDEMNITY PROVISIONS SHALL NOT BE CONSTRUED TO RELIEVE ANY INSURER OF ITS OBLIGATION TO PAY CLAIMS CONSISTENT WITH THE PROVISIONS OF A VALID INSURANCE POLICY.**

20. No Joint Venture. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.

21. 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.

22. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination, including, without limitation, warranties, remedies, or indemnities.

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: \_\_\_\_\_

## **Solar United Neighbors – Solar Installer Agreement (Exhibit A)**

Please include the correct contact name, email, and physical address where we should send invoices:

**{INSTALLER}**

Attention:

Email:

Address:

Address:

The following terms are included and applicable to this agreement:

### **Recruitment and provision of leads:**

- Solar United Neighbors will recruit Co-op Members to join the Project until the sign-up deadline specified in the project schedule below. Solar United Neighbors reserves the right to cap the number of Co-op Members at our discretion based on installer capacity and conditions on the ground.
- Solar United Neighbors will provide any additional Co-op Members' names and contact information to Installer until the sign-up deadline specified in the project schedule below.

### **Project Deadlines:**

- Deadline for new Co-op members to sign up: **{Month Day, Year}**
- Deadline for all site visits to be completed: **{Month Day, Year}**
- Deadline for all proposals to be provided to Co-op members: **{Month Day, Year}**
- Deadline for all signed contracts: **{Month Day, Year}** (the "Contract Deadline")
- Post co-op check-in **three (3) months after** the Contract Deadline. Check-in will include status discussion on invoicing, metrics, installs/interconnections.

### **Fees:**

- Solar installation signed contract : **\$600**
- Solar + battery storage installation signed contract : **\$600**
- Solar + EV charger installation signed contract : **\$600**
- Battery storage installation signed contract : **\$600**
- EV charger installation signed contract : **\$75**

### **Additional provisions:**

**None**

Installer initial: