



Home Improvement Contract

Sweetwater Energy Services
TECL #31608

Parties

BUYER (Owner):

Faith Etehadieh
1214 Curtis Crossing
Missouri City, TX 77489
Phone: (281) 900-5829
Email: faithse@ymail.com

CONTRACTOR (Seller):

Sweetwater Energy Services
10055 Belknap Rd
Sugar Land, TX 77498
www.sweetwaterenergyservices.com
License: TECL #31608

PROJECT SITE:

1214 Curtis Crossing
Missouri City, TX 77489

SALES CONSULTANT:

Thomas Rendon
Phone: (361) 349-2274
E-mail: thomas@sweetwaterenergyservices.com

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List of Documents Attached and Incorporated into the Contract:

1. Exhibit A: Commercial General Liability Insurance (CGL) Notification
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3. Exhibit E: Cancellation Notice

Scope of Work

Contractor shall provide 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 PV System as specified below:

Inverter(s) and DC optimizers

Qty	Manufacturer	Model
1	SolarEdge Technologies	SE7600A-US (240V)

30	SolarEdge Technologies	OP300-MV-Z
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Modules

Qty	Manufacturer	Model	Mounting Structure	Tracking	Az (deg)	Tilt (deg)
10	Jinko Solar	JKM300M-60-V	A		223.0	26.57
10	Jinko Solar	JKM300M-60-V	B		134.0	26.57
10	Jinko Solar	JKM300M-60-V	C		226.0	26.57

Additional work:

Included with this install: Open Cell Foam in the attic and crawl space, Two Smart Thermostats (Nest/EcoBee), and a Solar Attic Fan in the Southmost Elevation.

Complete turnkey installation of the Solar PV System to include all design, engineering, permitting, wiring, racking, and roof mounted installation to include cooperation with the HOA and Grid Authority as needed.

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, plus (b) any additional charges necessitated by any Change Order(s) (discussed in Section 5 below).

Total Contract Price (Materials, Labor, and Tax):	\$27,826.00
Less Projected Incentives (to be collected by Sweetwater Energy Services):	\$0.00
Net Contract Price:	\$27,826.00

NOTES:

1. The pricing in this contract assumes that the project will be implemented within 90 days. In the case of project delays beyond 90 days requested by the customer (i.e. to obtain financing, for coordination with a re-roof or other construction projects) Contractor reserves the right to adjust the contract price to reflect the actual cost of materials at the time of construction.
2. Contract cost does not reflect Federal or State tax credits; The Buyer should consider their final net out of pocket cost for the Project after filing their taxes.

Payment Schedule

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

Payment Name	Amount Due	When Due
Initial Payment	\$9740.00	Upon Contract Agreement - 35% Down
Interim Payment	\$13913.00	Upon First Full Day of Installation - 50% Pmt
Final Payment	\$4173.00	Upon Final Day of Complete Installation - 15% Final

Signatures

This AGREEMENT is made as of the 21 day of March, 2018

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 ONE IS TO BE DELIVERED TO THE CONTRACTOR AND TO THE OWNER

Buyer(s)	
Signature <u>[Signature]</u>	Signature _____
Printed <u>Faith Ettehadih</u>	Printed _____
Date <u>3-21-18</u>	Date _____

Contractor: Sweetwater Energy Services, Lic: TECL #31608	
Signature _____	
Printed <u>Thomas E Rendon</u>	
Date _____	

Terms and Conditions

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 discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the installation as required.

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

Contractor shall be responsible for applying for and obtaining any building permits, licenses, or other regulatory approvals required for the completion of the project.

2. Scheduling

In accordance with Texas State Contractors License Law, Contractor will commence substantial work on the project within twenty (20) days of execution of this agreement. Substantial work is defined as any work necessary to prepare for construction, 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 the installation of the project is complete, a period of time that varies with the complexity, scope, and size of the project. Contractor is not responsible for any delays that are beyond their control, including delays caused by government agencies in approving rebates, by building jurisdictions in approving building permits, or by utility companies in approving interconnection applications.

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. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this contract.

If Buyer fails to make payments promptly **within ten (10) calendar days** of the payment due dates, Buyer will pay to Contractor interest on all amounts due in the amount of **eighteen percent (18%) per annum**, plus reasonable attorneys' fees and collection charges. If Buyer fails to make any payment within thirty (30) calendar days of payment due dates, full Total Contract Price will become immediately due and payable, and no further work will be undertaken by Contractor on Project until such amount is paid in full. Acceptance of a payment after default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default.

NOTES:

1. For smaller projects and if Buyer makes all timely efforts and diligently executes all required documents necessary to perfect payment of the applicable Rebate incentive, Contractor may elect to "carry" the Rebate for Buyer (whereby Contractor agrees that the applicable Rebate may be paid directly to Contractor rather than to Buyer). In such event and upon Contractor's actual receipt of such Rebate from the Incentive Authority, Contractor shall credit Buyer's account in the amount of Rebate actually received by Contractor. In no event will Buyer be relieved of its obligation to pay to Contractor the Total Contract Price as set forth above. In the event that the Incentive Authority fails to pay the anticipated Rebate or any part thereof, Buyer will nevertheless be responsible for full payment to Contractor of the Total Contract Price.
2. Contractor will not activate and turn on Project until all payments have been made by Buyer under the terms of this Agreement. Any attempt by Buyer to activate Project before all payments have been made is a breach of the terms of this Agreement and may void the Project warranty.

4. Rebate Approval

On projects for which a rebate incentive applies, work will not begin until Contractor receives a rebate confirmation and pre-approval notice from the applicable Incentive Authority. Buyer may authorize Contractor (either verbally or in writing) to proceed with installation prior to rebate approval, but Contractor does not guarantee Buyer eligibility for, or the actual dollar amount of, any such rebate in such event. In the event that (a) Buyer requests that Contractor commence work on the Project prior to receiving actual notice of rebate approval from the Incentive Authority, and (b) Contractor actually commences work on the project, and (c) the Incentive Authority subsequently determines that Buyer may not be eligible for a rebate or that the rebate is less than the estimated 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.

The rebate you will receive after the solar system construction is complete has been estimated as accurately as possible. However, this is not a guarantee that you will receive this specific figure as the Incentive Authority occasionally adjusts the rebate according to random site inspections. If this adjustment is greater than \$50, you will either be charged or refunded the appropriate amount. Additionally, rebate amounts are periodically adjusted down as the incentive program reaches preset milestones. The amount you will receive is based upon the rebate level at the time that the Incentive Authority accepts your rebate application, not at the time that your contract is signed.

5. Change Orders

The material, quantities, and amounts listed in the contract are Contractor's good faith estimate of the project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Scope of Work may become necessary after the Project has commenced. Such "Change Orders" generally occur for one of three reasons:

1. Unavailability of quoted materials
2. The Contractor discovers something previously unknown that must be corrected to properly complete the project
3. The Buyer request changes to the project after construction has already proceeded.

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

The Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done. Such circumstances could include 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. Examples of this include requirements for structural analysis of the building that will be holding the 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 \$1000, Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into the contract via a signed Change Order. If Buyer does not agree, the project will be terminated and deposit will be returned.

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 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 scope of the project.

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 Scope of Work are subject to revision, and the Total Contract Price may increase or decrease. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order. The Buyer may not require the Contractor to perform extra work without written authorization. A change order is not enforceable against the Buyer unless the Change Order complies with this provision. However, Contractor's failure to provide the foregoing information does not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

All Change Orders should be committed in writing. However, any changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and for which Contractor discusses such contemplated changes with Buyer and Buyer gives verbal assent, such verbal assent by Buyer to such changes will have the same full force and effect as written assent once Contractor has commenced construction of the Change Orders that were so discussed with 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 Contract Price within ten (10) days of request or billing by Contractor for any such Change Order. If the Parties can not agree on the compensation or time extensions for 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, the Parties agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to section 12 below.

6. Warranty

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

1. performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals; and
2. be free from material faults and defects in workmanship ["Defects"] for a period of twelve (12) years after the date of completion of the Project.

Contractor warrants that all Materials 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. No other warranties are provided by Contractor except as specifically set forth in this Agreement. Specifically, this warranty does not cover Defects related to or caused by (a) any modifications to or abuse of the Project by Buyer or persons other than Contractor; (b) any improper or insufficient maintenance or improper operation of the Project by Buyer or persons other than Contractor; (c) normal wear and tear under normal operation; (d) characteristics common to the materials used, or (e) conditions resulting from acts of God such as storms, earthquakes, or natural disasters, or war, terrorism, and civil disturbance. Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, in no event 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 by Contractor, Contractor shall have the right to inspect 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.

7. Limitation of Liability

If Contractor shall become liable to Buyer for any matter relating to or arising out of 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. Contractor shall not be responsible or liable with respect to any subject matter of this Agreement or the terms and conditions related thereto under any negligence, contract, strict liability or other theory for any special, indirect, incidental or consequential damages. Contractor shall not be responsible for any matter beyond its reasonable control. 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.

8. 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 payment is due, 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.

9. Assignment and Entire Agreement

This Agreement cannot be assigned by either Party without the prior written consent of the other Party. This Agreement and any associated Change Orders constitute the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. This Agreement shall be governed by the laws of the State of Texas (without reference to conflict of laws principles thereof).

10. Force Majeure

Contractor shall not be liable for any delays in completion of Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary Materials; (ii) Contractor's inability to obtain necessary Materials 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.

11. Three Day Right to Cancel

Buyer has the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written Notice of Cancellation ["Exhibit E"], or a reasonable facsimile thereof, to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instruction on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

If Buyer cancels this transaction following the three day right to cancel period, then 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 Down Payment paid by Buyer under this Agreement will be applied to any such out-of-pocket costs of Contractor, whether or not the Project has been started.

12. Arbitration of Disputes

In the event of any dispute, the parties will work together in good faith to resolve any issues. If such issues cannot be resolved, the parties agree that any dispute arising out of or relating to the negotiation, award, construction, performance or non-performance, of any aspect of this agreement, shall be settled by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and judgment upon the award rendered by any such arbitrator may be entered in any court having jurisdiction thereof.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY TEXAS LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION

AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS, YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION OF NEUTRAL ARBITRATION

Buyer's Initials 

Contractor's Initials _____

Exhibit A: Commercial General Liability Insurance (CGLI)

Sweetwater Energy Services (check one)

- does not carry commercial general liability insurance.
- carries commercial general liability insurance written by The Burlington Insurance Company.*
- is self-insured.

*You may call the insurance company at (361) 573-9104 to check the contractor's insurance coverage.

Exhibit D: Texas Department of Licensing and Regulation (TDLR)

TDLR is the state consumer protection agency that licenses and regulates construction contractors. Contact TDLR for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to TDLR. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years) TDLR has authority to investigate the complaint. If you use an unlicensed contractor, TDLR may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

- TDLR website at www.tdlr.texas.gov
- CALL TDLR 1-800 803-9202
- WRITE Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711

Exhibit E: Cancellation Notice

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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 10 days following receipt by the Contractor 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 Contractor 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 Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If you do make the goods available to the Contractor and the Contractor 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 Contractor, or if you agree to return the goods to the Contractor 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 to:

Sweetwater Energy Services
10055 Belknap Rd
Sugar Land, TX 77498

By not later than midnight of: (Date) _____

I hereby cancel the transaction to purchase a solar power system from Sweetwater Energy Services.

Signature _____

Printed _____

Date _____