**TERMS** **& CONDITIONS**

1. AGREEMENT. This 'Agreement' is made between Contact Full Name ('Customer') and LAZEN Power Engineering LLC, effective Date. LAZEN Power Engineering LLC and Customer may individually be referenced herein as party, or collectively, as the parties. Any arrangement between the Customer and any external financing party is independent of and outside the scope of this agreement.
2. SCOPE OF WORK. LAZEN Power Engineering LLC will provide the services, materials and labor described herein for the installation of a solar Photovoltaic Grid-Tied system at the property located at Project Address. This includes building and construction materials, necessary labor and site security, and the required tools and machinery needed for completion of construction. Key components to include:

|  |  |  |
| --- | --- | --- |
| Modules | System Module Quantity |  System Module Manufacturer System Module Code |
| Inverters | System Inverter Quantity  |  System Inverter Manufacturer System Inverter Code |
| Batteries | If System. Data batteries|Length|greaterthan:0 System Battery Quantity else - endif | If System. Data batteries|Length|greaterthan:0 System Battery Manufacturer System Battery Codes else-endif |
| Other Components | If system other components Codes System other Component Codes else-endif  |

* With Customer’s consent, module brand and size may be changed, subject to the constraint that total system wattage must not decease, due to unforeseeable supply constraints.
1. DESCRIPTION OF SERVICES. LAZEN Power Engineering will provide to the customer the following services for the installation of the system (collectively, the service):
* Conduct site assessment.
* Engineer and design System
* Obtain building and electrical permits.
* Reserve state-based incentive and submit application for incentive monitoring (if applicable)
* Facilities interconnection approval with utility and post-installation meter exchange (if applicable)
* Install System
* Test System to ensure it is operational.
* Obtain inspection Approvals.
1. TOTAL PRICE:

|  |  |
| --- | --- |
| Total Price of the System and Services | $ System Data payment options.0. pricing system price including tax |
| Expected Value of Upfront Financial Incentives to be paid directly to  from state, local or utility sources | $ System Data payment options 0 pricing incentive to installer total |
| **Remaining Balance to be Paid by Customer\*\*Note that if actual Upfront Financial Incentives are different from Expected Value of Upfront Financial Incentives, the Customer will be responsible for paying the difference.** | $ System data payment options 0 pricing system price payable  |

1. PAYMENTS
2. An initial payment of if system data payment options 0 deposit amount $ system data payment options 0 deposit amount places:2 life system data payment options 0 down payment $ system data payment options 0 down payment places:2 else $0.00 endif is due at the time of execution of this agreement.
3. The final payment of if the system data payment options 0 deposit amount or not system data payment options 0 loan amount with deposit amount system = system data payment options 0 deposit amount $ system data payment options 0 pricing system price payable[subtract :deposit amount [places:2]. End with else $ system data payment options 0 loan amount [places:2] end if will be due upon substantial completion of installation of the system.
4. If payments are to be made through a company approved third party financing company, these payment terms will be replaced by those offered by the third-party financing company.
5. ACCESS: Customer agrees to cooperate fully in the performance of the work performed by LAZEN Power Engineering LLC and shall provide safe and convenient access to the roof or other areas upon which the system is to be installed. Customer is responsible for removing or covering items inside or outside the structure that might be soiled or damaged by the performance of the services. Customer represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the system.

Time. Contract work shall commence approximately one (1) week after all permits and approvals has been obtained, at a time mutually agreeable between customer and LAZEN Power Engineering LLC. estimates that the contract work will be substantially completed approximately one (1) week after commencement, notwithstanding that which is beyond LAZEN Power Engineering LLC’s control. LAZEN Power Engineering LLC makes no explicit claim regarding timeliness in which utility may complete required system interconnection. All timeframes in this section 7 are targets. Actual timelines may vary.

1. EARLY TERMINATION. Either party may terminate this agreement if the other party defaults on any of its material obligations under this agreement and fails to remedy or take Bonafede actions to commence the remediations of such default within five (5) days after receipt of written notice of default. In the of such early termination, Contact Full Name shall pay contractor for any fees and costs associated with services rendered prior to termination that confirm with the scope of work.
2. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all the other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
3. CHANGE ORDER. Customer may make changes to the scope of the work from time to time during the term of this Agreement. However, any such changes or modifications shall only be made in a written "Change Order", which is signed and dated by both parties. Such Change Orders shall become part of this Agreement. Customer agrees to pay any increase in cost because of any written, dated, and signed Change Order. If the cost of a Change Order is not known at the time a Change Order is executed, LAZEN Power Engineering LLC shall estimate the cost thereof and the Customer shall pay the actual cost, whether this cost is more than the estimated cost. FORCE MAJEURE. LAZEN Power Engineering LLC reserves the right to delay performance of the Services or cancel this Agreement in the event of Force Majeure. Force Majeure events include issues beyond the control of LAZEN Power Engineering LLC, and/or those which LAZEN Power Engineering LLC, could not reasonably have been expected to avoid, including acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or damage of the System by a third party, war, action by a governmental authority, or changes in applicable law, or the failure of

a third party (including a governmental authority) to grant or recognize a necessary permit, license, or approval.

1. LIMITATION OF LIABILITY. LAZEN Power Engineering LLC shall be liable for damage to the System's installation area where such damage is caused by its negligence, but shall not be liable for damage to old, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations. LAZEN Power Engineering LLC’s aggregate liability shall be limited to amounts due to be paid to LAZEN Power Engineering LLC under this Agreement. Unless otherwise indicated herein, LAZEN Power Engineering LLC makes no guarantee regarding the System's output. Notwithstanding any provision of this Agreement and to the extent permitted by law, neither the Customer nor LAZEN Power Engineering LLC, nor any of each of their subsidiaries, affiliates, directors, officers, employees, or agents, be liable to the other party for any punitive, indirect, incidental, consequential, reliance or special damages or for lost revenues, lost savings, or lost profits of any kind, regardless of the form of action.
2. CONTRACTOR’S WARRANTY. All Services performed by LAZEN Power Engineering LLC under this agreement shall be performed in a good and workmanlike manner in accordance with industry standards. LAZEN Power Engineering LLC warrants its work to be free from material defects for a period of Five (5) years from the date the Services are rendered. Labor or materials provided by other manufacturers is not included with LAZEN Power Engineering LLC’s warranty except for the services provided by LAZEN to install, repair, or service non-contractor materials LAZEN Power Engineering’s warranty does not cover damage typically covered by Customer's insurance, such as damage caused by falling trees or limbs, or normal wear and tear of the roof, substructure, siding or electrical system. LAZEN Power Engineering LLC’s warranty also does not cover issues caused by animals, weather-related events, improper maintenance of the System, the roof's underlying structure, or by any action of a party other than LAZEN or a LAZEN -authorized party. Internet connectivity for monitoring or data transmission / signal loss issues, and relocation or reconfiguring of the System are the responsibility of the Customer.
3. MANUFACTURER WARRANTY. For Customer's benefit, and to the extent any such warranties are obtained, LAZEN Power Engineering LLC will pass through all relevant manufacturer's warranties, and on a best-efforts basis, interface with vendors to facilitate enforcement of any original equipment manufacturer (OEM) warranties. Customer must deliver written notification to LAZEN Power Engineering LLC within thirty (30) days after the claimed defect is discovered. The warranty claim notification must detail a description of the reason for the claim, the operating hours on the affected unit and the date of the failure/incident.
4. Default by Customer. The Customer will be in default under this Agreement if any one of the following occurs:
5. the Customer fails to make any payment when it is due and such failure continues for

a period of five (15) days.

1. the Customer fails to perform any material obligation that the Customer have undertaken in this Agreement (which includes doing something the Customer have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice.
2. the Customer have provided any false or misleading financial or other information to obtain this Agreement.
3. the Customer assigns, transfers, encumbers, sublets or sells this Agreement or any part of the System without Company‘s prior written consent; or
4. the Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.
5. the Customer conceals or fails to disclose known unpermitted structures on the Property; or
6. the Customer willfully refused to obtain proper permits for discovered unpermitted structure.
7. Reimbursement. The Customer agrees to repay the Company for any reasonable amounts we pay to correct or cover the Customer’s default. The Customer also agrees to reimburse the Company for any direct and indirect, internal, and external costs and expenses the Company incurs, plus 15% profit thereon, relating to the System’s return resulting from early termination.
8. Reservation of Right to Access for Limited Warranty. The Company reserves the right to access the Property, after reasonable notice to the customer, to repair, inspect or assess the performance of the Customer’s System.
9. Extension - The Company retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer-Caused Delay, and other circumstances that are beyond the control of the Company, including but not limited to:
10. Product delivery time constraints by manufacturer(s).
11. Availability of the Customer’s selected equipment
12. Completion of the Customer’s financing.
13. Permit process.
14. HOA’s approval process
15. Loans through Sunlight Financial: Alternative Option The first monthly payment on the loan is due approximately 60 days after installation. The calculation of the monthly payments for the first 18 months following installation (which includes the first 17 payments) (the “Initial Period”) assumes that you will pay down the loan during the Initial Period by 26%. If you make aggregate principal payments in such amount during the Initial Period, your monthly payments following the Initial Period will remain the same as during the Initial Period. If during the Initial Period you elect to pay an amount that is less than 26% of your loan amount, your monthly payment beginning upon conclusion of the Initial Period and throughout the rest of the term of the Loan will be increased to amortize the full principal loan balance (which would be greater than the originally assumed amount) over a period which is effectively 18 months shorter. Conversely, if you make a payment of greater than 26% of your loan amount during the Initial Period, your monthly payments following the conclusion of the Initial Period will be reduced to reflect the payment of a lesser principal balance than originally assumed for the balance of the term. Please carefully review the details of your loan, including the payment amounts, provided in your loan agreement.

**NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL - CUSTOMER COPY**

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

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 seller 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 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 regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller 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, or if you agree to return the goods to the seller 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 LAZEN Power Engineering LLC, located at 11549 Lake Underhill Road, Orlando, FL 32825 not later than midnight of the third business day after (today’s date)

I hereby cancel this transaction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Customer's Signature)

**WARRANTY CERTIFICATE**

1. LAZEN Power Engineering LLC warrants that the system will be constructed and installed in a good workmanship manner according to the standards of care and diligence generally practices by solar engineering, construction, and installation companies when installing residential photovoltaic solar power systems of a similar size and type as the System in the geographic region where your Property is located, and pursuant to (i) good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. This 5-year Limited Workmanship and Installation Warranty will extend for a period of five (5) years from the date of the installation of the System.
2. CUSTOMER understands and acknowledges that proper operation of the equipment purchased hereunder is dependent upon CUSTOMER’S existing roof, plumbing, electrical, structural, mechanical and /or pool equipment. LAZEN Power Engineering shall have no obligation or liability for the condition thereof or any other part of CUSTOMER’S existing roof, plumbing, electrical, structural, mechanical and/or pool equipment. LAZEN SOLAR shall further have no obligation if the equipment purchased hereunder is unable to properly function due to the condition of CUSTOMER’S existing roof, plumbing, electrical, structural, mechanical, and or/pool equipment.
3. It is understood and agreed by CUSTOMER that LAZEN SOLAR’S liability, and CUSTOMER’S sole remedy, whether in contract or tort, shall not exceed the return to CUSTOMER of the amount of the Invoice actually paid by CUSTOMER, reduced by LAZEN SOLAR’S expenses relating to the providing of equipment and services to CUSTOMER. Under no circumstances shall LAZEN SOLAR be liable for any special, incidental, consequential, or other damages incurred by CUSTOMER, its agents, employees, contractors, representatives, heirs, successor, assigns or administrators. Such waiver shall include damages for personal injury, property damages, lost profits, repair or replacement of equipment, or any other damages.
4. LAZEN Power Engineering LLC 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 five (5) years from the installation of the system. LAZEN Power Engineering LLC will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting from any water infiltration.

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

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