



# Solar PV Installation Agreement

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PURCHASE OF A SOLAR POWER SYSTEM.

## Solar Contractor:

**Gardner Energy | 801-689-2618 | gardner-energy.com**

## Address:

2047 Painter Ln., West Haven, UT 84401

## Customer Information:

**Owner/Buyer: Wasatch Commons Cohousing Association**

**Property Address: 1411 Utah St**

**City/State/Zip: Salt Lake City, UT 84104**

**Email: ctwtrueman@gmail.com**

**Phone: (385) 234-9720**

Contractor hereby sells to and agrees to construct the home improvements described on Page 2 hereof at the above job address for Buyer herein called "Owner" under the terms and conditions of the contract for the contract price set below, subject to additions and deductions pursuant to authorized change orders.

## Contract Price & Schedule of Progress Payments

System Size	Total Contract Price	*Permit Fee: Included
32.64kW	\$ 108,390	

## Payment schedule

<b>Payment 1</b>	Down Payment	<b>\$ 94,692</b>
<b>Payment 2</b>	Final Payment due upon completion	<b>\$ 13,698</b>

**Acceptance and Authorization:** By signing below, the Buyer authorizes Gardner Energy to perform the installation, subject to the terms and conditions herein:

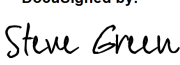
DocuSigned by:  
  
 AA4F5A8FAD664B1...  
**Buyer's Signature**

11/17/2021

**Date of Contract**

President  
 Title

ctwtrueman@gmail.com  
 Correspondence email

DocuSigned by:  
  
 7181737156DA4E9...  
**Accepted By**

Steve Green  
 Gardner Energy Representative



# Solar PV Installation Agreement

## System Information – Scope of Work

### 32.64kW Solar Array with 15kWh Battery System

#### Solar Array

96 - High-Efficiency Modules: QCells **340Watt** Black Mono: Flush-mount installed on carport  
SnapNrack PV mounting system

#### Power Center

96 - Enphase IQ7+ Microinverters  
Enphase Q-Cabling System

#### Backup Center

1 - Sonnen Eco 15  
15kWh storage; 8kW Power output  
Integrated inverter and transfer switch

#### Monitoring

1 - Envoy Communication gateway  
Module-Level PV monitoring via Enphase portal (requires Wi-Fi at carport)  
Battery monitoring via Sonnen app (internet connection required)

#### General Electrical

-Interconnection Materials: breakers, wire, conduit, fittings, etc.  
-Extra electrical run and sub panel for future addition of car chargers  
-Underground electrical 60ft from carport to electric meter

**The final 10 feet of trench approaching the carport will go through the corner tenant's back yard to access the carport without cutting pavement or sidewalk. Soil and pavers will be moved and put back in place**

#### Installation

Turnkey Design & Installation

#### Project Total Cost \$ 108,390

**NOTICE:** Any calculations provided in the bid documents or verbally regarding future electric bills are based on your previous energy consumption, current and projected billing rates from your electricity provider, and estimated average annual system performance.

Given that your personal energy consumption may increase or decrease after your solar system is installed, neither the manufacturer, supplier, or installer can project the exact dollar amount of your future electric bill.

Your solar system's generation will vary from month to month dependent on several factors such as the number of daylight hours available, panel exposure to sun, and weather or other environmental related conditions beyond the control of the provider.

#### Buyer acknowledgement:

Buyer Initial: <sup>DS</sup> BT



# Solar PV Installation Agreement

## TERMS AND CONDITIONS

### CONTRACTOR SHALL PROVIDE:

1. Design, procure and install the proposed system detailed in cost proposal provided to owner by the contractor and summarized on page 2 of the agreement. Note: If the proposed panels become unavailable in the market, Contractor reserves the right to substitute the panels of equal or better quality to provide required total KWs as outlined in the contract.
2. Design and prepare required plans to pull building and electrical permits. Contractor reserves the right to make any final adjustments in the design due to any reason, including permit or structural requirement. If additional structural support is needed as determined by structural engineer, with an associated cost, Contractor would obtain a change order from the owner for the additional amount.
3. Call for final inspection for building and electrical permit as required by municipality.
4. Assist owner with necessary paperwork for State, Federal, Utility or any other incentives or tax credits that may be available owner.
5. Notify utility of final inspection approval for net meter to be set.

### OWNER SHALL PROVIDE:

1. **ACCESS:** Owner agrees to cooperate fully in performance of the contract work and to provide safe work environment, and timely access to the roof or other areas upon which the system is to be installed.
2. Owner represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the photovoltaic system.
3. Owner shall be responsible for removing or covering any items inside or outside the structure that might be soiled or damaged by the performance of work by the contractor.

## TERMS AND CONDITIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. All change orders shall be in writing and signed by both Owner and Contractor or agreed through email corresponded.
5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
6. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government.
7. **ACCESS:** The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Contractor agrees to remove all debris and leave the premises in broom clean condition.
8. **PAYMENT POLICY:** Payments are due as outlined on page 1, *Contract Price & Schedule of Progress Payments*, of this agreement. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work and would be considered a breach pending payment or resolution of any dispute. A rate of 2% interest per month or maximum allowable by law whichever is less will be assessed to the outstanding balance. In the event contractor engages an attorney for collection of a past due amount, owner shall be remain liable for all contractor costs including reasonable attorney fees.

**Security Interest and Default:** Contractor shall retain a security interest in the equipment and parts delivered hereunder until the total selling price, including taxes, delivery, and other charges, is paid in full by the owners. Owners agree to sign and deliver to contractor any additional security agreement required by the contractor. If any payment remains unpaid for a period of 120 days, owner grants to contractor the right to enter the property and remove the system or any part thereof. Contractor will provide a 15 day written notice its intent to remove the system and allow this time for owner to cure the defect.

If owner shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants, and conditions of the agreement, contractor may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If equipment ordered has been delivered to owner by contractor at the time of default, contractor may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws.

The remedies provided herein in favor of contractor shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in contractor's favor existing law or in equity.



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**9. ARBITRATION:** All disputes arising out of or relating to this agreement breach of agreement or contract work hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association under construction industry arbitration rules. The parties recognize and agree that by agreeing to this provision, they are waiving any rights they may have to a jury trial. Judgment on the arbitration award may be entered in any court having jurisdiction thereof

**10. LIABILITY:** of the contractor shall be limited to the area of installation for the photovoltaic system as outlined in the plans.

a) Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather, permitting delays or general unavailability of materials.

b) Contractor shall also not be liable for damage to old, deteriorated or improperly installed sub-roofing, roof covering or supports, siding, exterior covering/painting or any other non-visible to installation.

c) Contractor Aggregate liability shall be limited to amounts paid by the owner to contractor under this agreement. Owner shall provide access and make bare the areas such as walls, roof, crawl space, floors etc. necessary to performance of the contract work. There are no third-party beneficiaries to this agreement.

d) Contractor specifically disclaims and disavows any guaranteed output of the installed system, including any claims made orally or in writing by the contractor or its employees or agents. The parties shall waive all claims against each other for incidental and /or consequential damages arising out of or in any way relating to the agreement.

e) Contractor or owner will not be liable for any default, delay or failure in the performance under this contract due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightening and earthquakes, war, riots, acts of public enemy or other civil disturbance or a strike, lockout, walkout, or other significant labor disputes. Force Majeure cannot be attributable to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond parties' reasonable control.

**11. WARRANTY:** Contractor warrants the installation of the system against defects in workmanship for period of (10) years following the conclusion of onsite installation. This warranty does not cover force majeure, damage normally covered by homeowners insurance such as falling tree or branches, power outages, or normal wear and tear of the roof, roof shingle failure, sub-structure failure, siding or electrical system failure. The warranty also does not cover any damages caused by animals or by improper maintenance of the structure or the system or by any action of parties other than the contractor. In the event owner discovers a defect within the warranty period, owner shall notify contractor in writing description and nature of the defect. Contractor will correct the defect covered by the warranty and repair the system at no additional cost to the owner. If a part repair or replacement is required, owner shall cooperate fully with the contractor for a safe and efficient repair. Contractor makes no express or implied warranty, except as expressly outlined in this contract. Without limiting the generality of the foregoing, contractor hereby disclaims any implied warranty and merchantability or fitness for a particular purpose.

Materials are not covered by the contractors' installation warranty. ALL system components are subject to terms set forth under manufacturers warranties.

**12. AMENDMENT:** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**13. GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Utah.

**14. NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**15. WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. COMPLETION DATE:** All work will be completed within 6 months of receipt of down payment. This applies to the original scope of work only. Any change orders requested by the buyer will result in an extension of the completion date.

## NOTICE TO OWNER

### Commercial General Liability Insurance:

Gardner Energy carries commercial general liability insurance written by American Insurance & Investment Corp. You may call (801) 364-3434 to verify insurance coverage.

### Workers' Compensation Insurance

Gardner Energy carries workers' compensation insurance for all employees.

Buyer Initial: DS  
BT



# Solar PV Installation Agreement

## AUTHORIZATION FORM

If eligible, the **Investment Tax Credit for the State of Utah** may be worth up to 10% of eligible system cost for commercial installations.

In order to receive the required tax form TC-40E, Renewable Residential Tax Credit. The State of Utah requires an online application be submitted and approved by The Utah Department of Energy. The Utah Department of Energy will verify the credit and provided the amount of the approved credit. Following approval, The State of Utah will mail you the TC-40E form which is used when filing your State tax return.

Subject: Authorization letter for Gardner Energy

To Utah Office of Energy Development

I, the undersigned hereby authorize Gardner Energy, to submit on my behalf in all manners relating to the online portal, for the application of the Renewable Energy System Tax Credit for the State of Utah.

Signed:

DocuSigned by:  
*Benjamin Martin Trueman*  
AA4F5A8FAD664B1...

Date: 11/17/2021

Authorized Party

Print Name: Benjamin Martin Trueman