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HIC Lic# 170677

Solar Generation Sales Contract Revised – April 27, 2016

Part 2 and Part 3 Solar Addition (3.92 kW) and Battery Backup

Presented To:

Chilmark Community Center

502 S Rd.

Chilmark, MA 02535

Customer Representative:

Bob Fuller

Phone Number: 508-696-3006

E-Mail: bob@fullersenergy.com



April 27, 2016

Chilmark Community Center
502 S Rd.
Chilmark, MA 02535

Re: Part 2 Solar Expansion with Alternate Part 3 Battery Backup

Dear Mr. Rodney Buckner:

Thank you for considering Fullers Energy LLC as your Solar Partner. This contract begins the process of applying for permitting and further engineering.

This is a continuation of the modernization of the CCC Solar Pv System. In conjunction with modernizing the system we are proposing to add additional production capacity of 3.92 kW DC by adding a more modules for the system in preparation for a potential battery backup scenario for the fallout shelter. This new added capacity will provide not only additional electricity for the town and CCC but also provide adequate power for a critical load component when that project moves forward.

Please see an attached addendum as the total benefits the system allows for which some and/or all may be utilized by the town. In addition a budget allowance for a final stage as to battery backup is included as an alternate.

Alternate:

1. **Battery Backup:** Provide all material and labor to provide critical (to be determined) loads to power needed systems at times for power loss. An AC Coupled Battery Backup System will integrate into the microinverter system. This capacity is determined by battery size. A Budgetary amount between \$10,000 and \$15,000 is recommended for Part 3.

Upon initial signing and payment, Fullers Energy LLC will submit all necessary paperwork to Massachusetts Clean Energy program for project approval. In addition we will submit all appropriate paperwork to the Utility and Town for permitting purposes

Below is a summary of the economics of your project:

| | |
|---|-----------------|
| Total System Cost | \$17,000 |
| Federal Government 30% Rebate (tax credit) | N/A |
| MA State Income Tax Credit | N/A |
| Net System Cost | \$17,000 |
| Projected 15 Year Earnings on System After Breakeven | \$20,162 |
| Projected Annual Return on Investment | 10.92% |

A down payment of \$2,500 made payable to Fullers Energy LLC is due at the time of Contract signing. If in the event that you decide to cancel the contract, half of the down payment will be refunded to you.

Solar Generation System Sales Contract

Exhibit A – Solar System Components

Following is a list of proposed components:

2. Modules: 14 – Solarworld Black 280w
3. Inverters: 14 – Enphase Micro inverters. Model M250.
4. Panel Mounting Hardware: Integrated Ground/Flashed
5. All materials necessary to complete the installation including, but not limited to fuses, safety disconnects, wire, conduit, grounding hardware, lightning protection, combiner and junction boxes, and fasteners.
6. Electrical connection to the utility service on the property.
7. Application and payment for all necessary permits and applications, excluding variance.
8. System Design, engineering, all installation and project management labor, and any auxiliary equipment rentals required.

Warranty:

Fullers Energy LLC provides a 25-year warranty on Inverters and panels. In addition, all work done and new material provided carries a full 10 year warrantee.

Special Conditions at Premises:

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This is a good faith estimate based on our survey of the property at the time of contract signing. Minor changes in System design (and price) may result from further engineering review, changes in equipment availability, and changes in manufacturer specifications, and/or program rule revisions imposed by the Mass Commonwealth Solar, MACEC, or the Utility. Such routine adjustments are typically minor and will be handled through Change Orders approved by the customer without significant economic impact (if any). In some cases, further discovery of site conditions or revised requirements beyond our knowledge or control may force more significant changes to the scope of work: responding to unacceptable or unexpected physical site factors (rock or water problems, structural weaknesses, leads, etc), accommodating unusual requirements imposed by either the local code authority or the utility, or remediating problems with the customer's electrical environment that affect System operation (physical degradation, electrical noise, load imbalances, transformer upgrades, interference from other equipment, etc) are explicitly not covered in the proposed scope of work. Federal incentives are solely the responsibility of the owner. It is advised to contact your CPA to take advantage of this program.

Customer Signature

Date

Solar Generation System Sales Contract

**THIS NOTICE IS REQUIRED BY LAW
THIS CONTRACT MAY BE INTERPRETED
TO BE A HOME IMPROVEMENT CONTRACT
NOTICE TO OWNER/RETAIL BUYER:**

1. Do not sign this contract in black. Please read it carefully.
2. You are entitled to a copy of the contract at the time you sign.
3. Keep it to protect your legal rights. Refer to it if you have any questions.
4. Do not sign any acceptance certificate or Contract stating that you are satisfied with the entire project before this project is complete and you are satisfied with the installation. We are prohibited by law from requesting or accepting a certificate of acceptance signed by the owner prior to the actual completion of the work to be performed under this contract.

YOU MAY RESCIND THIS CONTRACT PROVIDED THAT YOU NOTIFY US OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN 5 PM OF THE THIRD BUSINESS DAY FOLLOWING THE DATE YOU SIGN THIS CONTRACT. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST US YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY US FOR YOUR RECORDS.

The notice and the right to rescind in the preceding paragraph above are required by law and are not intended to limit any other rights you may have.

Please acknowledge that you have read this legal notice by signing here:

Date: _____

Signature: _____

Print Name: _____

I. Definition of Terms

“We” or “us” or “our” refers to Fullers Energy LLC.

“You” refers to you, the customer, who is signing this contract on the first page.

“Job Site” refers to the location at the address noted above, at which the System will be installed.

“System” means the solar p/v generation equipment identified Exhibit A.

“Permits” means the local zoning, building, and electrical code permits as required.

“Acceptance Date” is defined in Section IV below.

“System Commissioning” refers to the date when the installation is completed and the system has been turned on and tested.

II. Your Installation Commitment

- A. Review and sign Exhibit A which includes:
 - 1) Components of System to be installed
 - 2) Remarks as to any special conditions and requirements which may apply to the building and/or property.
- B. Access authorization: If any changes to the Job Site occur after signing this contract, as it pertains to access or areas of solar installation, you will notify us in writing. You will provide us access to the interior and exterior of the Job Site at a reasonable time or times so that we may complete the installation of the System.

III. Our Installation Commitment

- A. We will furnish and install all necessary equipment to complete the System as outlined in Exhibit B.
- B. We will make every attempt to install the System as per the estimated date of installation. Fullers Energy LLC is not responsible for delays beyond our control, e.g. weather, suppliers, manufacturers, permit approval, and/or rebate approval. Fullers Energy LLC will make all attempts to notify and clarify any changes in date that will affect the time of installation.

IV. Acceptance of the System

- A. Once the System is fully installed, inspected, and operational, we will submit a document (Certificate of Acceptance) for you to sign evidencing your acceptance of the System as described in Exhibit B. If you reject it, you must specify the defects on which such rejection is based. We have (90) ninety days to rectify any mutually agreed upon defects. You can then signify your acceptance of the System by signing the re-issued Certificate of Acceptance.

- B. When you accept the System, you are accepting it “as is” subject only to the warranties set forth in Section VI and Section VII. Any attempt to commission the System yourself will default the System to be accepted “as is”.

V. Your Acknowledgments and Authorizations

- A. By signing this agreement you authorize us to make any and all modifications to existing property and structures as part of the installation process. Local, state and utility codes dictate some of these modifications including location of inverter and power conduit.
- B. Fullers Energy LLC, to the best of its ability, will supply projected System economics. We do not warrant specific System performance, any specific amount of solar generation resulting from the System, or any specific savings resulting from displacement of utility generated power by solar generated power. A variety of factors affect actual results; including weather, individual site circumstances, unpredictable equipment variations and utility rate tariffs. We have made a good faith effort to estimate projected solar generation from the System, and to install the System to meet customary specifications for performance. However, we do not and cannot make any representations or warranties regarding solar generation results or electrical cost savings.
- C. Once installed, the rooftop portions of the System on the premises may affect the buildup of snow, ice, leaves and other matter on the roof, or nesting of insects or other animals, with associated potential for damage to persons or property resulting from such buildup or such items falling from the roof. Normally, these are risks for which a Homeowner’s insurance policy is obtained. Customer acknowledges that Company shall have no liability for any such damage to the fullest extent that we are permitted by law to disclaim such responsibility. It is advised that you update your Homeowner insurance policy to include the solar system as these potential damages will be claimed on said policy.

VI. Our Representations and Warranties

- A. The components of the System as installed shall be new and reasonably current design and specifications and shall be free of any known defects.
- B. All services performed by us shall be accomplished in a workmanlike manner in accordance with the custom for the solar installations industry.
- C. After you sign the Acceptance Certificate and balance of invoice is paid, the Certificate of Ownership to the System shall be transferred to you, free of any claims, liens or encumbrances.

VII. Our Warranty Services

- A. For the ten-year period following the Acceptance Date, we shall provide all parts and labor at no charge to you as customarily furnished to effect necessary repairs to the System. These repairs shall consist of (1) repairs necessary to fix loose connections, (2) replacement of failed equipment, including panels or inverters, (3) responding to physical mounting problems identified by you, (4) responding to design problems, and (5) repairing any roof leak which is demonstrated to have been directly caused by the installation of the System.

- B. This warranty does not apply and shall immediately terminate in the event that it is determined that:
 - 1. Anyone other than Fullers Energy LLC has tampered with (which includes attempts to repair) the System or any of its components, and/or
 - 2. The defect is the result of vandalism, neglect by you including a failure to timely notify us of a defect which was known or should have been known to you, weather conditions, acts of God, war, or any other event outside of our reasonable control.
- C. EXCEPT AS EXPRESSLY SET FORTH ABOVE OR IN THIS CONTRACT, FULLERS ENERGY LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY FITNESS FOR A PARTICULAR USE, TO THE MAXIMUM EXTENT ALLOWED BY LAW.

VIII. Your Obligation

- A. You will pay not later than on the Acceptance Date the balance due (if any) as set forth in the Invoice.
- B. You will provide us and our personnel all reasonably required access to the Job Site for installation, inspection, testing, repair, maintenance, warranty and support purposes. Without this access, we cannot perform our obligations under this Contract.
- C. You will allow us to make the modifications to the Job Site as identified in this Contract or as required for the installation or repair of the System.

IX. Your Representation and Warranties

By signing this Contract, you have full legal and financial authority to the building and/or land access as it relates to installation. You assume legal responsibility to serve as the System's owner of record. In addition, you do not have any liens or outside parties that would interfere with either the installation of the System or your performance of your obligations under this Contract.

X. Authorization as Agent of Owner of Record

By signing below, you authorize Fullers Energy LLC to be the agent of owner of record on the following documents: Utility Interconnection Agreements and supporting documents, Zoning, Building & Electrical Permit Applications, and MA Commonwealth Solar documents.

Customer Signature

Date

XI. Right to Terminate

If any permits (local, state, utility) cannot be obtained in a reasonable time, or due to unforeseen circumstances, we have the right to terminate this Contract. Right to terminate this Contract will also apply if you fail to perform any of your obligations including access denial, timely payments and execution of any necessary documents. If at which time a right to terminate Contract is executed, we have the right of entry to the Job Site to remove all System components

XII. Contract Terms

- A. Please refer to Exhibit C: Estimated System Cost and Payment Terms
- B. This Contract cannot be terminated or changed except by written consent signed by one of our authorized officers and the customer. Change Orders will be drawn up at the request of the customer or as we deem necessary. This includes an increase or decrease in the size of the project and respective cost.
- C. The laws of the State of Massachusetts shall govern, construe, and enforce this Contract without regard to the principles of conflict of laws.
- D. This contract is binding on you, your heirs, successors and assigns, and all who have an interest in the Job Site.
- E. Notices and regards to exercising any rights under this Contract shall be sent by certified mail, return receipt requested to the following address: Fullers Energy LLC, PO Box 1464, Oak Bluffs, MA 02557. Any correspondence to you in regards to exercising right to this Contract shall be addressed to the Job Site as shown on the first page of this contract unless you give us notice that you want notices to be sent to another address.
- F. You may not assign, sell or otherwise transfer this Contract or any rights under it until we have been paid in full.

XIII. Payment Terms

- A. Due at Contract Signing: one half will be reimbursed if contract is cancelled before materials have been ordered.
- B. Due Upon Ordering Materials: to be paid before materials are ordered.
- C. Due Upon Materials Arriving On Site: to be paid when materials have been delivered to Fullers Energy LLC. This may be our office, a storage facility, or the job site.
- D. Balance Due at System Commissioning: to be paid after system has been turned on and tested.

Solar Generation System Sales Contract

Exhibit B - The Installation Process

Our Systems include all design engineering, project management, installation labor, and coordination of necessary applications, permits and inspections. Following your decision to move forward and execution of this Proposal, the process usually proceeds as follows:

1. **Permits and Applications:** We will immediately apply for the state SREC Registration Program on your behalf, utility interconnection approval, and for local and state permits. This process typically takes a few months, but may be longer depending on your local authority.
2. **Project Sequence:** Once a SREC Registration Program number has been assigned and Permits and approvals have been secured, we will contact you to establish an estimated installation date. Although we attempt to fulfill every project on the estimated date, the actual schedule may vary based on weather, equipment delivery delays, or other factors beyond our control. As the installation date approaches, our Project Manager will coordinate the final details with you and will answer any questions you may have throughout the project.
3. **System Installation:** You do not need to be present during the installation, but full access to the Job Site is required. After installation and final testing, the System will be left in the “off” condition pending inspections.
4. **Inspections:** A minimum of three inspections are required to complete the installation, including the local code officer, the utility interconnect engineer, and the MA Clean Energy Program Inspector.
5. **Commissioning:** Once the inspections are successfully completed and final interconnection approval is granted by the utility, the System will be turned on. You have 10 days to validate System operation and formally accept the System after which, and after your payment of any balance due set forth on your Invoice, you will receive an Ownership Certificate and user documentation. Once commissioned, your Job Site will begin operating on clean, renewable solar energy.

Solar Generation System Sales Contract
EXHIBIT C - Estimated System Cost and Payment Terms

System Cost:

| | |
|-----------------------------------|-----------------|
| Equipment, Design & Installation: | \$17,000 |
| Federal tax credit: | \$N/A |
| State Rebate: | \$N/A |
| Net Cost: | \$17,000 |

Payment Terms:

| | |
|--|--------------------|
| Due at Contract Signing | \$2,500.00 |
| Due Upon Ordering Materials | \$10,000.00 |
| Due Upon Materials Arriving On Site | \$2,800.00 |
| Balance Due at System Commissioning | \$1,700.00 |

NOTE:

The above Invoice represents our good faith estimate of the total charges for your System. However, the invoice amount may change if circumstances arise which were unforeseen at the time the above Invoice was calculated. Such a change could result in a balance to be paid by you upon Acceptance. We will advise you with reasonable promptness if any such change arises and furnish you a revised Invoice. At that point, you shall have the option to either accept the revised Invoice which shall become the final Invoice or elect to terminate the Sales Contract by notifying us of your intention to do so. If you effect such termination, we shall remove any elements of the System which are then on the Job Site and after such removal neither you nor we will have any further obligation under the Sales Contract or any Rider attached to it.

By law, a sales tax is normally imposed on the customer of goods or services, unless an exemption applies, but as a convenience is collected by the merchant. The price set forth on the Invoice does not include any sales or similar tax or any other tax of any kind. It is our understanding that no such tax is applicable to sales of equipment and services such as the System and our services to you. However, should this not be correct and at any time a sales or other tax of any kind is due and we are required to collect it from you, we will invoice you and you will promptly pay us for those taxes even if this occurs after the installation of the System and your full payment for it.

Fullers Energy LLC

Customer:

Signature: _____

Signature: _____

Robert E. Fuller, Jr.
President

Print Name: _____

Date: _____

EIN: _____

Date: _____