****

**ATTENTION!!!!!**

**ALL INPUTS SHOULD BE DEFINED IN CURLY BRACES {}**

**AUTO PUPULATED INPUTS SHOULD MATCH EXACTLY AS STATED BELOW**

**VARIABLE (INTERACTIVE) NUMERIC INPUTS SHOULD START WITH {#P}**

**VARIABLE ALPHA NUMERIC INPUTS SHOULD SHART WITH** {#}

**{SPADDRESS},**

**{SPCITY}, {SPSTATE} {SPZIP}**

**Contractor’s License Number: 12345678**

**Summary**

|  |  |  |  |
| --- | --- | --- | --- |
| **Estimated Solar Energy Production** |  | | |
| Annual Estimated Production (kWh)\* | | **{SOLARGENERATION}** **kWh** | | |
|  | |  | | |
| **Customer First Name**: | **{FIRSTNAME}** | **Total System Price:** | **{SYSTEMPRICE}** | |
| **Customer Last Name**: | **{LASTNAME}** | Upfront Rebate (Collected by Installer) | ***{#P\_REBATE}*** | |
| Company Name (if any): |  | Amount Due at Signing: | ***{#P\_DEPOSIT}*** | |
| Phone Number: | **{PHONENUMBER}** | Amount Due When Installation Begins: | ***{#P\_START\_INSTALL}*** | |
| Email Address: | **{EMAIL}** | Amount Due Following Building Inspection: | ***{#P\_AFTER\_INSPECTION}*** | |
| Address: | **{ADDRESS}** | Amount Due Following Interconnection: | ***{#P\_SYSTEM\_ON}*** | |
| City, State: | **{CITY}, {STATE}** |  | | |
| Zipcode: | **{ZIP}** |  | | |
| Co-Owner First Name: | | **{#COOWNERFIRSTNAME}** | | |
| Co-Owner Last Name: | | **{#COOWNERLASTNAME}** | | |

**\*Annual Production and may vary based on certain conditions (for example: Weather, Shading, Obstructions, and Panel Degradation over time).**

The Company Promises You:

* The Company will provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the agreement.
* The Company will warranty your roof against leaks caused specifically by the Solar System.

1. **SYSTEM DESCRIPTION**

|  |
| --- |
| Module Manufacturer: **{PANELMANUFACTURER}** |
| Module Model Number: **{PANELMODEL}** |
| Number of Modules: **{PANELQUANTITY}** |
| Inverter Manufacturer: **{INVERTERMANUFACTURER}** |
| Inverter Model Number: **{INVERTERMODEL}** |
| Number of Inverter(s): **{INVERTERQUANTITY}** |
| Racking Type: **{RACKINGMANUFACTURER}** |
| Monitoring System: **{MONITORINGMANUFACTURER}** |

1. **INTRODUCTION:**

This is the agreement between you and The Company (together with its successors and assigns, ‘‘The Company’‘ or ‘‘we’‘). The System will be installed by The Company at the address you listed above. This agreement will refer to this address as the ‘‘Property’‘ or your ‘‘Home’‘.

The Company provides you with a Limited Warranty (the ‘‘Limited Warranty’‘). The Limited Warranty is attached as Exhibit 2. The Company will also provide you with a System User entitled ‘‘Solar Operation and Maintenance Guide’‘ (the ‘‘Guide’‘), that contains important operation, maintenance and service information. This is a legally binding agreement, so please read everything carefully including all of the exhibits. If you do not meet your contract obligations under this agreement, you may lose your rights to the System. If you have any questions regarding this agreement, please ask your (The Company) Sales Consultant.

**3. TERM OBLIGATIONS:**

1. **System, Home and Property Maintenance**

You agree to:

* 1. Only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
  2. Keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when The Company installed it;
  3. Keep the panels clean, pursuant to the Limited Warranty and the Guide;
  4. Not modify your home in a way that shades the System; if you do decide to modify your home, the estimated annual production may significantly vary;
  5. Be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
  6. Not remove any markings or identification tags on the System;
  7. Permit The Company Bothers, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
  8. Use the System primarily for personal, family or household purposes; but not to heat a swimming pool; per state law;
  9. Not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
  10. Notify The Company if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your power supplier;
  11. Have anyone who has ownership interest in your Home to sign this document;
  12. Return any documents we send you for signature (e.g. incentive claim forms) within seven (7) days of receiving them; and
  13. Maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet.

1. **System Construction, Repair, Insurance and The Company’ obligations:**

The Company Agrees to:

1. Schedule the installation of the System at a mutually convenient date and time;
2. Construct the System according to written plans you review;
3. Provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
4. Notify you if the System design has to be materially changed so that you can review such changes;
5. Clean up after ourselves during the construction of the System;
6. Repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
7. Create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this agreement even if The Company ceases to operate; and
8. **Home Renovations or Repairs**
   1. If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to the Limited Warranty.
9. **Automatic Payment; Fees; Late Charges**
   1. In addition to the other amounts you agree to pay in this agreement, you agree to pay the following:
      1. Returned Check Fee: $25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank;
      2. Late Payments: accrue interest at the lesser of twelve (12%) percent annually or the maximum allowable by applicable law; and
      3. Product Change Fee: if after you sign this agreement, but before we begin installation, you decide you would prefer an alternative The Company product (Cash Purchase, Bank Loan, etc.) you will pay a $250 change fee.
10. **Insurance**
    1. You agree to insure the System through your home owner’s insurance policy, against all damage or loss. Upon request, you shall provide us with evidence of your insurance coverage.
11. **Estimated Taxes**
    1. You agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction my levy.
12. **No Alterations**
    1. You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without The Company’ prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System.
13. **Access to the System**
    1. You grant The Company and its employees, agents and contractors to the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System or installing complimentary technologies on or about the location of the System; (B) enforcing The Company’ rights as to this agreement and the System; (C) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility’s electric distribution system; or (D) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. The Company will use commercially reasonable efforts to provide you notice at least seven (7) days in advance of any visit to the Property.
    2. During the time that The Company has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but The Company has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.
14. **Indemnity**
    1. To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless The Company, its employees, officers, directors, agents, successors, and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorney’s fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify The Company for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this agreement.
15. **CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**
    1. **The Company’ Obligation to Install**

The Company’ obligations to install the System are conditioned on the following items having been completed to its reasonable satisfaction:

* + 1. Completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
    2. Approval of this agreement by The Company’ financing partner(s);
    3. Receipt of all necessary zoning, land use and building permits; and
    4. Completion of any renovations, improvements or changes reasonably required at your home or on the Property (e.g. removal of a tree or roof repairs necessary to enable The Company to safely install the System).
  1. **Amendments, Your Right to Terminate for Material Changes.**
     1. Both parties will have the right to terminate this agreement, without penalty or fee, if The Company determines after the engineering site audit of your Home that it has misestimated by more than ten (10%) percent of any of (i) the System Size or (ii) the System’s total cost. Such termination right will expire at the **earlier** of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after we inform you in writing of the revised size or cost. If neither party exercises their right to terminate this agreement following such a 10% change, them any changes to the System will be documented in an amendment to this agreement. You authorize The Company to make corrections to the utility paperwork to conform to this agreement or any amendments to this agreement we both sign.

1. **WARRANTY**
   1. YOU UNDERSTAND THAT THE SYSTEM IS WARRENTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT 2. EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT 2, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.
2. **TRANSFER**
   1. The Company may assign, sell or transfer this agreement, or any part of this agreement or exhibits without your consent. Assignment, sale or transfer generally means that The Company would transfer certain of its rights and certain of its obligations under this agreement to another party. This assignment does not change The Company Brother’s obligation to maintain and repair your system as set forth in the Limited Warranty.
3. **LOSS OR DAMAGE**
   1. Unless you are grossly negligent or you intentionally damage the System, The Company will repair your System pursuant to the Limited Warranty. You agree to insure this System, through your homeowner’s insurance for the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this agreement, no loss, damage, theft or destruction will excuse you from your obligations under this agreement, including Monthly Payments.
   2. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this agreement, you shall pay all other amounts due under the agreement and, cooperate with The Company, to have the System repaired pursuant to the Limited Warranty
4. **LIMITATION OF LIABILITY**
   1. **No Consequential Damages**
      1. THE COMPANY’ LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.
   2. **Actual Damages**
      1. Neither party’s liability to the other will exceed an amount equal to the maximum amount that could be owed by you under Section 9(i). Damages to your Home, belongings or property resulting from the installation or operation are covered in the Limited Warranty.
5. **DEFAULT**
   1. You will be in default under this agreement if any of the following occurs:
      1. You fail to make any payment when it is due and such failure continues for a period of ten (10) days;
      2. You fail to perform any material obligation that you have undertaken in this agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
      3. You have provided any false or misleading financial or other information to obtain this agreement;
      4. You assign, transfer, encumber, sublet or sell this agreement or any part of the System without The Company’ prior written consent; or
      5. You make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.
6. **REMEDIES IN CASE OF DEFAULT**
   1. If this agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any **period** of time required before taking any of these actions. We may:
      1. Terminate this agreement and your rights to possess and use the System;
      2. Take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
      3. Require you, at your expense, to return the System or make it available to us in a reasonable manner;
      4. Proceed, by appropriate court action, to recover damages for your breach;
      5. Disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
      6. Report such non-operational status of the System to your utility, informing them that you are no longer net metering;
      7. Charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
      8. Recover from you all accrued unpaid taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing. Use any other remedy available to us in this agreement or by law.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System’s return resulting from early termination. By choosing any one or more of these remedies, The Company does not give up our right to use another remedy. By deciding not to use any remedy should this agreement be in default, The Company does not give up our right to use that remedy in case of a subsequent default.We may submit to credit reporting agencies (credit bureaus) negative credit report that would be reflected on your credit record if you do not pay any amounts due under this agreement as required.

1. **APPLICABLE LAW; ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this agreement without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a ‘‘Dispute’‘) shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the ‘‘Rules’‘) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration.

The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney’s fees and costs except that you are entitled to recover your attorney’s fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than The Company’ last written settlement offer. When determining whether your award is higher than The Company’ last written settlement offer your attorney’s fees and costs will not be included.

Only Disputes involving you and The Company may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and The Company.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The Arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

1. **WAIVER**
   1. Any delay or failure of a party to enforce any of the provisions of this agreement, including but not limited to any remedies listed in this agreement, or to require performance by the other party of any of the provisions of this agreement, shall not be construed to (i) be a waiver of such provisions or a party’s right to enforce that provision; or (ii) affect the validity of this agreement.
2. **NOTICES**

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this agreement at the addresses set forth in this agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

1. **ENTIRE AGREEMENT; CHANGES**
   1. This agreement contains the parties’ entire agreement regarding the agreement of the System. There are no other agreements regarding this agreement, either written or oral. Any change to this agreement must be in writing and signed by both parties. If any portion of this agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.
2. **PUBLICITY**
   1. The Company will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give The Company permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

*Homeowner’s Initials*

1. **NOTICE OF RIGHT TO CANCEL**
   1. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT FO THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.
2. **ADDITIONAL RIGHTS TO CANCEL**
   1. IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS AGREEMENT UNDER SECTIONS 6 AND 21, YOU MAY ALSO CANCEL THIS AGREEMENT AT NO COST AT ANY TIME PRIOR TO 5 P.M. OF THE 14TH CALENDAR DAY AFTER YOU SIGN THIS AGREEMENT.

**I have read this agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this agreement.**

**Owner’s Name: {FIRSTNAME} {LASTNAME}**

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

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

**Co-Owner’s Name (if any)**: **{#COOWNERFIRSTNAME} {#COOWNERLASTNAME}**

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

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

For The Company, **{#INSTALLER\_SIGNATURE}**

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

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

**EXHIBIT 1 (THE COMPANY COPY)**

**NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

Date of Transaction: The date you signed the agreement.

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 (The Company Inc) 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 (The Company Inc) 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 (The Company Inc) regarding the return shipment of the goods at the seller’s (The Company Inc’s) expense and risk. If you do make the goods available to the seller (The Company Inc) and the seller (The Company Inc) 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 (The Company Inc), or if you agree to return the goods to the seller (The Company Inc) 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 The Company Inc, 3221 West Hampden Avenue, Denver, CO 80110 not later than midnight of the date that is 3 business days from the date you signed the agreement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name], hereby cancel this transaction on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date].

Owner’s Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Owner’s Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT 1 (CUSTOMER COPY)**

**NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

Date of Transaction: The date you signed the agreement.

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 (The Company Inc) 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 (The Company Inc) 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 (The Company inc) regarding the return shipment of the goods at the seller’s (The Company Inc’s) expense and risk. If you do make the goods available to the seller (The Company Inc) and the seller (The Company Inc) 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 (The Company Inc), or if you agree to return the goods to the seller (The Company Inc) 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 The Company Inc, 3221 West Hampden Avenue, Denver, CO 80110 not later than midnight of the date that is 3 business days from the date you signed the agreement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name], hereby cancel this transaction on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date].

Owner’s Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Owner’s Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT 2**

**PERFORMANCE GUARANTY AND LIMITED WARRANTY**

* + 1. **INTRODUCTION**

This Performance Guaranty and Limited Warranty (this ‘‘Limited Warranty’‘) is The Company’ agreement to provide you warranties on the System. The System will be professionally installed by The Company at the address you listed in the agreement. We will refer to the installation location as your ‘‘Property’‘ or your ‘‘Home’‘. This Limited Warranty begins when we start installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

* + 1. **LIMITED WARRANTIES**
       1. **Limited Warranties**

The Company warrants the System as follows:

* + - * 1. **System Warranty**

During the entire Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the ‘‘System Warranty’‘);

* + - * 1. **Roof Warranty**

When we penetrate your roof during a System installation we will warrant roof damage we cause due to our roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard of your roof (the ‘‘Roof Warranty Period’‘); and

* 1. **Repair Promise**

During the entire Term, The Company will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the ‘‘Repair Promise’‘). If we damage your Home, your belongings or your Property we will repair the damage we cause or pay you for the damage we cause as described in Section 6. The Company may use new or reconditioned parts when making repairs or replacements. The Company may also, at no additional cost to you, upgrade or ad to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at The Company’ discretion.

1. **Warranty Length**
   1. The warranties in Sections 2(1)(a) and (1)(c) above will start when we begin installing the System at your Home and continue through the entire Term but never less than ten (10) years. Thus, for as long as the Term states, you will have a System Warranty and our Repair Promise.
   2. The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(1)(b) above.
   3. If you have assumed an existing agreement, then this Limited Warranty will cover you for the remaining balance of the existing Term.
2. **Maintenance and Operation**
   * 1. **General**

When the System is installed The Company will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

* + 1. **Monitoring**

The monitoring service requires a high speed internet line to operate. Therefore, during the Term, you agree to maintain the communication link between the Monitoring device and the System and between the Monitoring device and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with one available wired Ethernet port and standard AC power outlet. This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have an maintain a working high speed Internet line then (A) we will not be able to monitor the System and provide you with the Power Production Guarantee; and (B) you will be required to provide The Company with annual production information from your inverter.

1. **Making a Claim; Transferring this Warranty**
   1. **Claims Process**

You can make a claim by:

* + 1. Emailing us at the email address in Section 7 Below;
    2. Writing us a letter and sending it overnight mail with a well-known service; or
    3. Sending us a fax at the number in Section 7 below
  1. **Transferable Limited Warranty**

The Company will accept and honor any valid and properly submitted Warranty claim made during any Term by any person to whom you properly transfer the agreement.

1. **Exclusions and Disclaimer**

The limited warranties and guaranty provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

* 1. Someone other than The Company or its approved service providers installed, removed, re-installed or repaired the System;
  2. Destruction or damage to the System or its ability to safely produce power not caused by The Company or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the Agreement, provided your Homeowner’s Insurance company approves the costs to replace the system, but we will not repay you for the power it did not produce);
  3. Your failure to perform; or breach of, your obligations under the agreement (e.g. you modify or alter the System);
  4. Your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Operation and Maintenance Guide;
  5. Any Force Majeure Event (as defined below);
  6. Shading from foliage that is new growth or is not kept trimmed to its appearance on the day the System was installed;
  7. Any System failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
  8. Theft of the System (e.g. if the System is stolen we will replace the System per the Term, provided your Homeowner’s Insurance company approves the costs to replace the system, but we will not repay you for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(1) and (3) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY THE COMPANY WITH RESPECT TO THE SYSTEM. THE COMPANY HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

1. **The Company’ STANDARDS**

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. ‘‘Prudent Electrical Practices’‘ means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

1. **SYSTEM REPAIR, RELOCATION OR REMOVAL**
   1. You agree that if (i) the System needs any repairs that are not the responsibility of The Company under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the System is being relocated to another Home you own pursuant to this agreement, you will have The Company or another similarly qualified service provider, at your expense, perform such repairs, removal or reinstallation, or relocation on a time and materials basis.
2. **FORCE MAJEURE**

If The Company is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, then The Company will be excused from whatever performance is affected by the Force Majeure Event, provided that:

* 1. The Company, as soon as is reasonably practical, gives you the notice describing the Force Majeure Event;
  2. The Company’ suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
  3. No The Company obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

‘‘Force Majeure Event’‘ means any event, condition or circumstance beyond the control of and not caused by The Company’ fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slowdown, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from The Company’ failure to have exercised reasonable diligence); power or voltage surge caused by someone other than The Company including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by The Company or under its control.

1. **LIMITATIONS ON LIABILITY**
   1. **No Consequential Damages**

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(3) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL THE COMPANY OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARARY, INCEDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCEDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

* 1. **Limitation of Duration of Implied Warranties**

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

* 1. **Limitation of Liability**

Notwithstanding any other provision of this Limited Warranty to the contrary, The Company’ total liability arising out of relating to this Limited Warranty shall in no event:

* + 1. For System Replacement: exceed the greater of (a) the sum of the Term Payments over the Term; and (b) the original cost of the System; and
    2. For damages to your Home, Belongings and Property: exceed two million dollars ($2,000,000).

1. **NOTICES**

All notices under this Limited Warranty shall be made in the same manner as set forth in the Term to the address listed below:

TO THE COMPANY:

The Company Inc.

Street Address,

City, CA 90288

Attention: Warranty Claims

Phone: 1-800-1111111

Fax: 1-800-1111111

Email: contact@ourcompany.com

TO YOU:

At the billing address in the agreement or any subsequent billing address you give us.

1. **ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

The Company may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of The Company’ obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Lease. This Limited Warranty contains the parties’ entire agreement regarding the limited warranty of the System.