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Give **1000 Meals** Tomorrow

Residential Solar Purchase & Installation Agreement

THIS RESIDENTIAL SOLAR PURCHASE & INSTALLATION AGREEMENT ("**Agreement**") is made and entered into between:

CLIENT:	RxSUN:
Paul Smith 643 Sheridan Rd Evanston, IL 60202 paulsmith@gmail.com 773-934-4607	Verde Residential Solutions LLC d/b/a RxSun 2211 N. Elston Avenue, Suite 208 Chicago, Illinois 60614 800-60-RXSUN DG installer certification #18-0495 (Fresh Coast Solar)
SYSTEM:	PROJECT COST:
Estimated First Year Production (kWh): 22,900 Estimated Annual Degradation: 0.25% System DC Nameplate rating (W): 22,250 Solar Module Manufacturer: REC Solar Module Model: REC450AA PURE-RX Module Wattage (W): 450 Number of Modules: 50 Inverter Manufacturer: Enphase Inverter Model: IQ8X Number of Inverters: 50 Mounting: Flat Roof Monitoring: Enphase Battery Manufacturer: Enphase Battery Model: IQ 5P Number of Batteries: 3 Rev. 06_15_23	Base Project Cost: (22,250 W-DC x \$2.78 / W) <u>Applicable Cost Adders:</u> <input checked="" type="checkbox"/> Solar Insure (see addendum) <input checked="" type="checkbox"/> SREC Utility Collateral <input checked="" type="checkbox"/> Premium Modules <u>Distance From Company Office:</u> <input checked="" type="checkbox"/> 60<90 miles <input type="checkbox"/> 90<120 miles <input type="checkbox"/> 120<180 miles <input type="checkbox"/> 180+ miles <input type="checkbox"/> <u>Electrical Main Panel Upgrade</u> <u>Ground Mount System (includes 50' trench)</u> <input type="checkbox"/> 6-9.99 kW-DC <input type="checkbox"/> 10-14.9 kW-DC <u>System Design/Specifications:</u> <input checked="" type="checkbox"/> Enphase IQ8X Microinverters <input checked="" type="checkbox"/> Flat Roof <input type="checkbox"/> More than 3 Sub-Arrays <input type="checkbox"/> Small System (< 6 kW) <input type="checkbox"/> Steep Roof (> 9/12) <input type="checkbox"/> Trenching <input type="checkbox"/> Tesla Powerwall 3 Battery <input type="checkbox"/> SPAN Smart Panel <input checked="" type="checkbox"/> Enphase 5P Battery <input checked="" type="checkbox"/> Additional Battery Unit <input checked="" type="checkbox"/> <u>Other (explain):</u> 3 battery packs Total Project Cost: \$94,756



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THIS SOLAR INSTALLATION AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY CLIENT AND RXSUN.

- A. SITE PLAN.** A copy of the Site Plan, including solar module locations, utility locations and connections, is attached hereto as Exhibit A. If the Site Plan is not available at the time this Agreement is executed, RxSun will provide the Site Plan to Client for review when it is available.
- B. RxSUN OBLIGATIONS.** RxSun will design, procure, construct, install and test the System at Client's Property (the "Installation"). In furtherance thereof, RxSun shall
- i. Design, purchase and install all components of the System;
 - ii. Obtain all municipal permits and coordinate necessary inspections;
 - iii. Keep the Property reasonably free from waste materials or rubbish during the Installation;
 - iv. Obtain utility approval and interconnection;
 - v. Assist Client to obtain NEM Service (as defined below);
 - vi. Secure and maintain public damage and general liability insurance of at least \$1,000,000 per occurrence; and
 - vii. Provide assistance with applicable rebates.
- C. CLIENT OBLIGATIONS.** Client shall:
- i. Promptly pay to RxSun all amounts due in accordance with the payment terms in Section F below;
 - ii. Grant RxSun all amounts due in accordance with the payment terms in Section F below;
 - iii. Allow RxSun and its installation partners (engineers, architects, licensed subs or other representatives) to access the Property, including building, roof and other areas needed to support the System;
 - iv. Provide power and water for use during Installation;
 - v. Provide a safe and secure work environment for RxSun and its installation partners;
 - vi. Assist RxSun in obtaining any permits needed, including the signing of any documentation required by municipal, State, utility and agencies and documentation related to net metering (or equivalent);
 - vii. Obtain any consent of a third party required for the Installation, such as Client's homeowner's association. RxSun will provide reasonable assistance to assist Owner in obtaining any required third-party consent; and
 - viii. Allow RxSun to connect the System to Owner's local electric utility grid and provide all necessary authorizations for such interconnection.
- D. CLIENT REPRESENTATIONS.** Client represents and warrants that:
- i. Owner is the owner of the Property or owner of the rights to placement of the System on the Property.
 - ii. To the best of Owner's knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.
- E. INSTALLATION.** Client represents and warrants that:
- i. Installation will be performed by RxSun's licensed installation partner and sister company, Fresh Coast Solar ("FCS").
 - ii. Installation work shall commence upon receipt of all approvals necessary for construction and delivery of all components of the System at the Property.
- F. PAYMENT TERMS.** Client agrees to pay the Total Project Cost to RxSun as follows:
- \$750 non-refundable deposit upon contract execution;
 - 20% upon permit submission, less deposit;
 - 40% upon permit approval,
 - 40% at completion of inspection;



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FINANCING CUSTOMERS: According to terms of Client's Financing Agreement, as mutually agreed by Client and RxSun. Owner is responsible for all payments, regardless of financing. In the event a financing entity declines Owner's application or approves Owner's application but refuses payment Owner will still be legally responsible for all payments due under this Agreement.

- G. ALL CUSTOMERS.** Following payment in full of the Total Project Cost (including any increase or decrease as a result of Change Orders) RxSun shall provide a full and final contractor's lien waiver to Client, if requested.
- H. LATE PAYMENTS.** Client agrees to pay an interest fee of one and one-half percent (1-1/2 %) per month on any amount past due.
- I. NET METERING SERVICE (OR EQUIVALENT).** As of the in-service date, Client must obtain Standard Net Metering Service ("NEM Service") or equivalent from Client's electric service provider. In most cases, NEM Service (or equivalent) is provided free of charge.
- J. SUPPLEMENTAL ENERGY, REBATES & INCENTIVES.**
- i. All electric energy produced by the System will be available for client's use at the home pursuant to this Agreement. If, at any time, Client needs more electric energy than is being produced by the System ("Supplemental Energy"), client will be responsible for purchasing the Supplemental Energy from an electricity supplier and for paying any fees associated with such Supplemental Energy.
 - ii. On behalf of the Client, RxSun will apply for rebates and incentives applicable to the System and RxSun will refund the Client for all amounts received (net of admin fees) within five (5) business days of receipt.
- K. SYSTEM MONITORING.**
- i. Web-based system monitoring is integrated into the System.
 - ii. During installation or any time thereafter, Client agrees that RxSun may install or replace monitoring devices related to the consumption or production of energy and will provide RxSun access to install accordingly.
 - iii. Client agrees to provide the System with continuous access to a high-speed data connection at Client's cost and expense.
- L. DEFAULT.** In the event of the failure of either of the parties to comply with any of the terms and provisions of Agreement, or in the event either party has violated any of the warranties and representations made herein by that party, then such party shall be deemed to be in default hereunder and the other party shall be given written notice of such noncompliance and shall give the defaulting party thirty (30) days from the date of such notice within which to correct such noncompliance. If such default has not been corrected, or an arrangement satisfactory to the complaining party has not been made by the end of the notice period, then the complaining party may take whatever action is necessary and exercise all remedies available in order to protect the complaining party's rights under the terms and conditions of this Agreement. The Parties agree that the remedies set forth in this Section shall not be exclusive, but they shall be cumulative with all other rights and remedies available, at law or in equity, to the Parties. In the event of any dispute between the parties resulting from this Agreement or any provisions hereunder, the prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fees and related costs and such other costs incurred therewith.
- M. MISCELLANEOUS.**
- i. Client agrees that it will not make any modifications, improvements, revisions or additions to the solar system or take any other action that could void any applicable warranty set forth in Section R.
 - ii. Client agrees that RxSun has the right to obtain photographic images of the solar system and the home, and to use such photographic images for internal and quality control purposes. RxSun will not use photographic images of the System or the home in marketing and promotional materials without obtaining prior written consent from client.



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N. SCOPE OF WORK. This Solar Installation Agreement is for solar installation services only. This Solar Installation Agreement does not include an obligation for RxSun to (each, an “Excluded Service”):

- i. Remove or dispose of any hazardous substances that currently exist on Owner’s Property;
- ii. Move personal items located at the Property;
- iii. Upgrade the electrical panel or electrical service or additional costs associated with moving the current electrical meter and/or grounding updates;
- iv. Install or repair fences;
- v. Improve or repair the roof;
- vi. Complete structural framing work for any part of the roof or structure, including concealed substandard framing or correct structural integrity problems (for roof mount systems) or evaluate and correct ground stability under or near the System (for ground mount systems);
- vii. Remove or replace existing rot or insect infestation;
- viii. Test or remediate mold, fungus, mildew, or organic pathogens;
- ix. Paint conduit or other structural parts;
- x. Install smoke detectors, sprinklers or other equipment required by municipal code or inspectors as a result of the System installation;
- xi. Upgrade utility access requirements such as special locks or 24-hour access gates;
- xii. Obtain Homeowners Association consent or permits, or pay HOA fees;
- xiii. Remove or re-locate equipment, obstacles, trees, or vegetation in the vicinity of the System;
- xiv. Complete studies or permitting beyond the basic building permits;
- xv. Provide monitoring services associated with any monitoring equipment provided directly by a manufacturer and subject to the manufacturer’s terms and conditions; or
- xvi. Provide any other home improvement goods or services.

If an Excluded Service must be performed in order to properly complete the Installation of the System, RxSun will notify Owner of the necessity of such Excluded Services, and Owner agrees to promptly cause such Excluded Services to be completed by a separate contractor in accordance with RxSun’s Installation schedule. Client acknowledges that the completion of Excluded Services may delay Installation.

O. **IMPORTANT.

- i. **RxSun makes no guarantees, representations or warranties regarding system output or production, annual degradation, expected utility rate increases or any other factors used to calculate Owner’s payments or savings. No production estimates, whether given verbally or in writing, shall be legally binding, and are merely intended as informational estimates.
- ii. Client acknowledges that Client will continue to receive a monthly bill from Client’s electric service provider.
- iii. Client acknowledges that installation of the System may void Client’s existing roofing warranty, if any. RxSun assumes no responsibility if Installation of the System voids Client’s roofing warranty.

P. CHANGE ORDERS AND SUBSTITUTIONS.

- i. If RxSun requests a modification to the terms of the Agreement, RxSun will notify Client in writing of the requested change and will ask Client to accept the modified terms by executing a change order. Client agrees to immediately pay RxSun any increases in the deposit as a result of a change order, if requested.
- ii. RxSun reserves the right to substitute equipment and materials without prior notice to Client, provided that: (i) the substitution meets all requirements of applicable law; (ii) the substitution is equivalent or superior to the original specified equipment or materials; and (iii) the System size does not decrease by more than five percent (5%). In the event that RxSun, for any reason (whether because of unavailability, undue delays in delivery or otherwise) elects to substitute materials or equipment, RxSun shall execute a Change Order specifying the substitution. Client shall not be required to execute a Change Order that is provided by RxSun to notify Client of a substitution under this Section.



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Q. ASSIGNMENT. If Client sells the Property where the System is installed, all rights and obligations under this Agreement may be assigned to the new owner, with the exception of the payment obligation under Section F and any financing agreement. Client shall promptly deliver written notice of any assignment to RxSun. RxSun may assign or pledge this Agreement without the consent of the Client.

R. WARRANTY AND MAINTENANCE.

- i. Limited Warranty. RxSun warrants for a period of ten (10) years from the date of Installation that all work will be performed in accordance with generally accepted professional standards. RxSun warrants that the System will be designed, engineered, and constructed to meet the requirements of this Agreement and to provide and install functional equipment that is capable of operating free of material defects and in accordance with all equipment manufacturer specifications. RxSun warrants that all components of the System will materially conform to manufacturer's published specifications as in effect as of the date of installation.
- ii. Roof Penetration Warranty. RxSun warrants roof penetrations for a period of five (5) years from the date of Installation. Any damage caused by roof penetrations to roof areas within a three (3) inch radius of roof penetrations will be repaired.
- iii. Equipment. Client acknowledges that the components of the System are manufactured by a third party, and as such, RxSun makes no further representations or warranties with respect to such components. To the extent authorized, RxSun will transfer to Client all manufacturer's warranties covering the components of the System upon transfer of title. Client further acknowledges that manufacturer warranties related to certain components may require specific fixtures or other materials to be used in connection with such components or the warranty may be void. Owner is responsible for pre-existing conditions at the Property that may prevent installation of the System or void manufacturer warranties.
- iv. Repair and Remedies. If Client discovers a breach or defect within the Limited Warranty, Client shall provide RxSun with written notice of the breach or defect and RxSun shall repair or replace the defective Work. Such repairs or replacements will be completed by RxSun within a reasonable time after receipt of the claim. In the event a component of the System does not materially conform to manufacturer's published specifications related to such component, RxSun's sole obligation shall be to replace the component with a conforming component.
- v. Maintenance. Except for repairs and replacements covered by the foregoing Limited Warranty, Client shall be responsible for maintenance of the System after the date of installation.

RXSUN HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OTHER THAN THAT SET FORTH IN THE ABOVE PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

S. WARRANTY EXCEPTIONS AND EXCLUSIONS. The foregoing Warranty shall not cover:

- i. Work performed or materials used by anyone other than RxSun or its installation partners;
- ii. Any materials that are modified, repaired or attempted to be repaired by anyone other than RxSun or its installation partners without RxSun's prior written approval;
- iii. Any damages resulting from client's breach of this Agreement;
- iv. Any damage not caused by RxSun, its Installation Partners or a System defect;
- v. Damage resulting from Client's abuse, neglect, alteration, improper or insufficient maintenance or improper operation of the System;
- vi. Damage resulting from normal wear and tear;
- vii. Damages resulting from mold, fungus and other organic pathogens;
- viii. Shrinking/cracking of grout and caulking;
- ix. Fading of paints and finishes exposed to sunlight; or
- x. Damage caused by ball strikes, hail damage or other object projected at the System.



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T. TITLE. Title passes to Client upon the date that all amounts due from Client have been paid in full. The obligation of Client to pay in full for the project is absolute and unconditional and the rights of the Client shall not be subject to any defense, set-off, counterclaim or recoupment which Client may have against, or by reason of any claim, indebtedness or liability that Client may assert against RxSun. Legal title and ownership of the System shall be free and clear of any and all liens or other encumbrances when title thereto passes to Client.

U. WAIVER. The failure of Client or RxSun to exercise any of their rights under this Agreement, except for rights specifically limited as to the dates or times of exercise, shall not be construed as a waiver of such rights, nor shall such party be subsequently prevented or barred from asserting or exercising such rights. The rights and remedies under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

V. CONFIDENTIAL INFORMATION. RxSun and Client shall take appropriate measures to keep secret and confidential all information communicated to each by the other in connection with this transaction. If RxSun deems it necessary to transmit all or part of said information to a third party to which it has awarded a subcontract in connection with this Agreement, RxSun shall notify said third party of the confidential nature of the information so transmitted, if so requested in writing by Client. Excluded from the above limitations is information that part of the information which the recipient proves (a) a party possessed in its own right before the other party disclosed it, (b) is in the public domain through no act or omission of the recipient, or (c) it received from another party who did not receive a party from the disclosing party or from a person who was under an obligation not to disclose the same.

W. GENERAL INDEMNITY; LIABILITY AND LIMITATIONS. RxSun shall hold harmless and indemnify Client from any loss or liability for injury or death to third parties, or third-party property damage, which arises solely out of, and is directly caused by, the negligent acts of RxSun, its officers, agents or employees. Client shall hold harmless and indemnify RxSun from any loss or liability for injury or death to third parties, or third-party property damage, which arises solely out of, and is directly caused by, the negligent acts of Client, its officers, agents or employees. Client shall also hold harmless and indemnify RxSun from any loss or liability with respect to Client's breach of its obligations under the Agreement, including attorneys' fees incurred by RxSun to enforce any provision of this Agreement.

X. LIMITATIONS ON DAMAGES.

IN NO EVENT WILL RXSUN BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR FOR BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL RXSUN'S TOTAL CUMULATIVE LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ALL DAMAGES, WARRANTY CLAIMS, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO RXSUN FOR PURCHASE AND INSTALLATION OF THE SYSTEM.

Any action by Client arising hereunder or relating hereto must be commenced within one (1) year after Client has, or should have had, knowledge of the cause of action, and in no event shall an action be brought after two (2) years from the date of the events giving rise to the cause of action.

Y. AMENDMENT OF AGREEMENT. No amendment, modification or other change to the Agreement shall be binding upon the parties unless it is in writing and executed by both Client and RxSun.



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Z. CLIENT RIGHT TO CANCEL.

- i. **NOTICE TO CUSTOMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT (SEE EXHIBIT B – NOTICE OF CANCELLATION, FOR AN EXPLANATION OF THIS RIGHT).**
- ii. If it is determined that Client must pay for site improvements of more than \$3,500 to accommodate System (ex. new roof), Client shall have an option to terminate this Agreement before materials and components are ordered by RxSun.

AA. RXSUN RIGHT TO CANCEL. RxSun shall have an option to terminate this Agreement in the event:

- i. RxSun discovers a concealed condition that prevents installation of System or makes installation of the System unnecessarily burdensome;
- ii. Client delays correction of pre-existing conditions which constitutes Excluded Services that prevent installation of System;
- iii. Client fails to respond to RxSun's or its installation partner's questions and requests which cause installation to be delayed for thirty (30) or more days;
- iv. A change in System design changes RxSun's expected costs and benefits of this Agreement; or
- v. RxSun requests a change to the Agreement and client does not agree to such change within five (5) business days after notification of such request.

BB. ENTIRE AGREEMENT. Client agrees that this Agreement constitutes the entire agreement between Client and RxSun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

CC. GOVERNING LAW. All matters relating to this Agreement shall be governed by the laws of the State of Illinois without reference to its conflicts of law provisions. If Client rejects the Arbitration Clause in Section GG below, the parties agree that disputes arising under this Agreement shall be instituted in the United States federal court or state court located in the state of Illinois in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

DD. FORCE MAJEURE. The obligations of the parties hereunder (other than any payment obligation) shall be suspended upon the occurrence of an event of force majeure, i.e. any event beyond the control of a party hereto which interferes with the performance of the contract by that party, including but not limited to war (whether declared or not), invasion by foreign armies, rebellion, revolution, insurrection, military or usurped power, civil war, riot, fire, flood, hurricane, tornado, the promulgation of government orders or regulations, the inability to obtain an export license, strike, industrial action, lockout, plague, pestilence, or any other act of nature or god, or the unavailability of labor or materials due to an event of force majeure. Upon the cessation of the event of force majeure, the obligations hereunder shall be reinstated, except that all time references in this Agreement shall be extended by a number of days equal to the number of days constituting the duration of the said event. If, however, the event of force majeure shall continue for six (6) months without abatement, either party shall have the right to give written notice to the other of the termination of the Agreement, and thereafter the parties shall equitably apportion the costs incurred to date.

EE. SEVERABILITY. In the event that any provision of this Agreement is held to be invalid for any reason, said provision shall be severed from this Agreement, and the remainder thereof shall be deemed to constitute the full agreement of the parties, and shall remain in full force and effect.



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FF. MEDIA RELEASE.

Accept ☒

Reject ☐

Paul Smith

Paul Smith (Dec 17, 2024 16:12 CST)

Client Signature

Client agrees that RxSun has the right to obtain photographic images of the System and the home, and Client grants RxSun permission to use such photographic images for promotion, illustration, advertising, or trade, in any manner or in any medium, including social media. Additionally, in connection with the photographic images, Client grants RxSun permission to use Client's first name and the name of the City where the Property is located. Client releases RxSun and its legal representatives for all claims and liability and right to any compensation related to said images, Client's first name and city.

If Client rejects the foregoing Media Release, images taken of the System and the home will only be used for internal and quality control purposes, pursuant to Section L.i above.

GG. ARBITRATION.

Accept ☒

Reject ☐

Paul Smith

Paul Smith (Dec 17, 2024 16:12 CST)

Client Signature

In the event a dispute arises between the parties in connection with this Agreement, it will be settled by binding arbitration held in Chicago, Illinois under the commercial rules then in effect for the American Arbitration Association. Judgment upon any award resulting from such arbitration is final and binding on the parties and may be entered and enforced in a court having proper jurisdiction. The award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. **CLIENT IS ADVISED THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. CLIENT HAS THE OPTION TO ACCEPT OR REJECT THE BINDING ARBITRATION CLAUSE. IF CLIENT DOES NOT ACCEPT THE ARBITRATION CLAUSE, ALL DISPUTES ARISING UNDER THIS CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURT OR STATE COURT LOCATED IN THE STATE OF ILLINOIS IN THE CITY OF CHICAGO AND COUNTY OF COOK. AND COUNTY OF COOK.**



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IN WITNESS WHEREOF, the Client and RxSun have signed this Solar Installation Agreement on the date set forth below:

Client Name: Paul Snith

Verde Residential Solutions, LLC, dba RxSun

By: Paul Smith
By: [Paul Smith \(Dec 17, 2024 16:12 CST\)](#)

Date: 12/17/24

By: [Signature]

Title: CEO & Founder
Date: 12/16/2024

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT B FOR AN EXPLANATION OF THIS RIGHT.

Address for Notices to Client:

643 Sheridan Rd
Evanston, IL 60202

paulsmith@gmail.com
773-934-4607

Address for Notices to RxSun:

RxSun (Headquarters)
Attn: LEGAL
2211 N. Elston Ave., Suite 208 Chicago, IL 60614
info@rxsun.com
800-60-RXSUN

Exhibit List: Each of the following exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits.

- Exhibit A:** **Site Plan**
- Exhibit B:** **Notice of Cancellation**
- Exhibit C:** **Solar Insure Monitoring & Warranty Addendum**

EXHIBIT A

SITE PLAN



*The above image is a preliminary concept based on initial information and satellite imagery.
Final layout will be approved by Client after site visit.*



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EXHIBIT B

NOTICE OF CANCELLATION

(enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU UNDER THE CONTRACT OR TRANSACTION WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY RxSUN OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO RxSUN AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD A

CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR TRANSACTION, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF RxSUN REGARDING THE RETURN SHIPMENT OF THE GOODS AT RxSUN's EXPENSE AND RISK.

IF YOU MAKE THE GOODS AVAILABLE TO RxSUN AND RxSUN 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 RxSUN (Headquarters), Attn: LEGAL, 2211 N. Elston Ave., Suite 208, Chicago, IL 60614 NOT LATER THAN MIDNIGHT OF _____ (Date).

Date – Three Business Days from the Date of the Contract.

I HEREBY CANCEL THIS TRANSACTION.

_____. (Date)

(Buyer's signature)



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EXHIBIT B

NOTICE OF CANCELLATION (required duplicate)

(enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU UNDER THE CONTRACT OR TRANSACTION WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY RxSUN OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO RxSUN AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD A

CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR TRANSACTION, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF RxSUN REGARDING THE RETURN SHIPMENT OF THE GOODS AT RxSUN's EXPENSE AND RISK.

IF YOU MAKE THE GOODS AVAILABLE TO RxSUN AND RxSUN 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 RxSUN (Headquarters), Attn: LEGAL, 2211 N. Elston Ave., Suite 208, Chicago, IL 60614 NOT LATER THAN MIDNIGHT OF _____ (Date).

Date – Three Business Days from the Date of the Contract.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)



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EXHIBIT C

Solar Insure Monitoring & Warranty Addendum

If the checkbox on page one of this Agreement indicates Solar Insure is included in the Project Cost, the following language applies:

This Agreement includes one or more limited warranties (collectively, the "Limited Warranties") and Software Monitoring Services and Limited Warranty (collectively, the "Software Monitoring Services and Limited Warranty") provided by Solar Insure that covers component defects to the System, roof penetrations within 3 inches of the solar roof attachment, and related labor costs. This Agreement also includes the purchase by Customer of Software Monitoring Services Limited Warranty for the System. Customer agrees to give Solar Insure and its Affiliates the necessary access to the Applicable System and its data in order for such services to be provided. Internet connectivity must be enabled throughout the entire term of each Limited Warranty and the Software Monitoring Services and Limited Warranty. Full details will be provided to Customer in the Limited Warranties under separate cover.

Additionally, during the applicable period for any Limited Warranty in respect of roof penetration, Solar Insure will provide for labor, travel, and/or sealant necessary to remedy any Applicable Roof Penetrations within 3 inches of the solar roof attachment. For the avoidance of doubt, Solar Insure is not responsible for any penetrations beyond 3 inches of the solar roof attachment or any labor associated with the removal and/or replacement of a roof if replacement is necessary in the future.

A sample terms and conditions forms can be obtained at <https://www.solarinsure.com/30-Year-Plan.pdf>






RxSun - Paul Smith 22.5kW + 3 IQ5P Batteries Installation Agreement

Final Audit Report

2024-12-17

Created:	2024-12-16
By:	Noah Rothschild (nrothschild@verdesolutions.com)
Status:	Signed
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"RxSun - Paul Smith 22.5kW + 3 IQ5P Batteries Installation Agreement" History

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