



### RESIDENTIAL SOLAR INSTALLATION CONTRACT

This Residential Solar Installation Contract (this "Contract") is made and entered into on the date set forth below by and between Newport Electric Construction Corp. ("Newport Electric Construction Corp.", "We", "Us" or "Our") whose address is 121 Broadcommon Rd, Bristol, RI 02809 and the customer(s) ("Customer", "You", or "Your") listed below (Newport Electric Construction Corp. and Customer are sometimes individually referred to as a "Party" or collectively as the "Parties").

**Customer(s)** Philip Elmer  
**Installation Address of Customer (the "Property")** 256 Hope St., Bristol, RI 02809

**System Specifications:** 22 REC 405 W solarpanels  
22 Enphase IQ8+ inverters  
Critter Guards  
8.91 kW System Size

**TOTAL SALE PRICE** **\$34,913.00**  
RI REF Grant \$5,000.00  
Estimate of Federal Tax Credit\* \$8,974.00

**SOLAR SYSTEM NET COST\*\*** **\$20,939.00**

**Terms of Payment:** \$1000.00 with contract signing  
\$28,913.00 on start of installation  
\$5,000.00 when system passes final electrical inspection, paid by REF Grant

\*REF Grant: This Contract is contingent upon approval of the REF grant. If the grant is not approved, you can choose to move forward with other options provided at that time. *Timeline is contingent upon grant approval date, controlled by REF.*

**Timeline:** Based on the specifications and conditions set forth in this Contract, we estimate that the commencement of the installation will occur within ninety (90) days of the date hereof and the installation will be substantially completed within one hundred twenty (120) days of the date hereof: (Grant Application Date): October 13, 2023

**BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ UNDERSTAND AND AGREE TO THIS CONTRACT INCLUDING THE TERMS AND CONDITIONS THAT ARE PART OF THIS CONTRACT.**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

DocuSigned by:  
*Philip Elmer* 9/16/2023  
A70877535CD6443...

DocuSigned by:  
*Dana Goodman* 9/20/2023  
F0252BE56ED94F6...

Date

Newport Electric Construction Corp.

Date

## YOU WILL RECEIVE THE FOLLOWING FROM US

### 1. Contract Inclusions

Through installation, the following items are included with the photovoltaic solar energy system ("System") and Installation (as defined below) under and pursuant to this Contract:

- a. 22\_REC 405 W panels;
- b. 22\_Enphase IQ8+ microinverters;
- c. Critter Guards
- d. Monitoring device and monitoring;
- e. System design and engineering supervised by a North American Board of Certified Energy Practitioners-certified solar installer;
- f. all standard Installation components;
- g. all electrical work supervised by a Master Electrician who is licensed and/or certified under applicable law;
- h. all permitting applications, costs and permit service fees;
- i. permit inspection oversight and scheduling;
- j. assistance with homeowner associations and historic preservation approval processes (if applicable);
- k. utility interconnection application, oversight and meter replacement scheduling;
- l. state and local rebate/grant applications preparation and processing (if applicable);
- m. solar renewable energy credit applications preparation and processing (if applicable);
- n. System remote monitor set-up and training;
- o. System training and orientation; and
- p. Any other inclusions set forth in an addendum to this Contract (if applicable).

### 2. System Design, Installation and Operational Date

We will install the System at the Property in the areas to be marked on a diagram to be approved by You prior to beginning the Installation (the "System Design"). "Installation" means the process by which the System components are physically attached to the Property. "Operational Date" means the date upon which, pursuant to applicable law, You have received all applicable building and electrical permits or other necessary permits and the System is authorized by the local electric utility to produce electricity.

### 3. Warranties, Guarantees and Other Options

Upon and after installation, the following items are included as part of Your ongoing relationship with Us.

#### **a. *Newport Electric Construction Corp. Limited Workmanship Warranty***

We warrant that, under normal use and service conditions, the System will be free from defects in workmanship for 10 years following the date of Installation (the "Limited Workmanship Warranty"). If a defect in workmanship is discovered, We will, at no additional cost to You, provide the labor and materials to restore the System to its originally installed state.

The Limited Workmanship Warranty does not cover the following: power outages; damage to the System caused by animals; any Force Majeure Event; damage caused by unforeseeable events; or normal wear and tear of the roof or other site of the System, sub-structure, siding, plumbing or electrical work not related to the System.

The Limited Workmanship Warranty does not cover any problems caused by improper maintenance of the System or any other improper action by any Party other than Us.

No work will be done under the terms of the Limited Workmanship Warranty if You are delinquent in payments under this Contract.

#### **b. *Manufacturers' Warranties***

The System includes a Limited Manufacturer's Warranty on [System panels] Solar Module Performance and Limited Manufacturer's Warranty on [System Inverter] (Your "Manufacturers' Warranties").

**c. *Newport Electric Construction Corp. Servicing Your Manufacturers' Warranties***

We will service Your Manufacturers' Warranties free of charge during the term of the Limited Workmanship Warranty. You authorize Us to act on Your behalf to administer and support Your Manufacturers Warranties.

**d. *Newport Electric Construction Corp. Roof Warranty***

We warrant any damage to Your roof within a five (5) inch radius of roof penetrations caused during Installation for the lesser of the length of the Limited Workmanship Warranty or the length of any existing warranty for Your roof.

Claims under the roof warranty is limited to the remediation and repair of the roof structure and is not intended to cover damage to the roof under normal use and service conditions nor is the roof warranty intended to cover other pre-existing conditions otherwise not detected by you prior to Our installation..

**e. *Additional Work Authorization***

During any warranty, option, or any other maintenance related work, if We find problems in an area that have not been caused by the Installation or if the problems are not an actual problem of the System (e.g. shade or un- authorized alterations to the System), You will be responsible for paying for any new parts and materials, and We reserve the right to charge You a service charge of \$100 per hour with the minimum service charge equal to \$200.

You hereby acknowledge that a decision on Your part to not authorize recommended work by us may void some or all of Your warranties and rights in this contract such as the Limited Workmanship Warranty, Manufacturers' Warranties and the Roof Warranty.

#### **4. Unanticipated Site Conditions**

After the execution of this Contract, if We discover site conditions that increase the cost to perform the Installation, at Our choice, (a) We may unilaterally rescind this Contract with no liability to Us whatsoever and We shall issue a full refund of all deposits paid to Us; or (b) if the Parties agree, the total sale price may be renegotiated to reflect the revised cost of the Installation.

### **YOUR RIGHTS AND RESPONSIBILITIES**

#### **5. Customer Obligations**

You agree to the following:

- a. pay all amounts when due in accordance with the terms of this Contract;
- b. make available to Us, at Your sole cost and expense, all utilities including electricity to enable Us to perform the Installation;
- c. allow Our representatives to access the Property at all reasonable times prior to the completion of the Installation;
- d. remove and replace appliances, floor coverings, bushes, and any other obstacles, hazards, or breakable items from the areas required to perform the Installation (We are not responsible for replacement of or damage to these items if they are removed by Us);
- e. notify Us immediately upon discovery of an emergency condition relating to the System, damage to the System, or theft of the System;
- f. promptly notify Us if You discover that any component of the System is not producing electricity;
- g. only have the System repaired pursuant to the Limited Workmanship Warranty;
- h. not modify the Property in a way that shades the System;
- i. keep trees and bushes trimmed so that the System receives as much sunlight as it did at Installation;
- j. not do anything, permit or allow to exist any condition or circumstance at the Property which would cause the System not to operate as intended;
- k. permit Us, after providing reasonable notice, to inspect the System for proper operation, and to make any necessary repairs; and
- l. not make any modifications, improvements, revisions or additions to the System without Our prior written consent.

In the event that You fail to comply with the provisions of this Section 5, We reserve the right to void Your Limited Workmanship Warranty.

#### **6. Refund of Deposit**

In addition to Your rights to cancel pursuant to the Notice of Cancellation attached to this Contract, prior to the start of the Installation, You may cancel this Contract and receive a refund of any deposit You paid reduced by any expenses actually incurred by Us. Should You cancel this Contract within seven (7) days after being informed by Us of a necessary System Design revision or change to estimated System production, but before the start of Installation, You will be entitled to a full refund of any deposit paid.

#### **7. Contract Transfer by Customer**

You may not assign this Contract without Our prior written consent; provided, however, that You may assign this Contract together with the applicable warranties and guarantees to any third-party purchaser of the Property without Our prior written consent so long as (i) You provide notice to Us prior to the effective date of the assignment at the following email address: [solar@newportelectric.net](mailto:solar@newportelectric.net) and (ii) such third-party expressly agrees to assume all of Your duties and obligations as set forth herein and as may be set forth in any related or other agreement entered into by the Parties in connection with this Contract.

#### **8. Ownership of Property**

As of the date of Your execution of this Contract, You represent to Us that you are the owner (beneficially and of record) in fee simple of the Property.

### **MISCELLANEOUS**

#### **9. Insurance**

We will carry commercial general liability insurance covering personal injury and property damage caused solely by the work performed under this Contract in an amount not less than \$5,000,000.

## **10. Payment and NSF Fees**

An interest charge of two percent (2%) per month will be charged on any outstanding balance not paid when due as set forth in this Contract. In the event the account is turned over to an attorney for collection, You shall pay interest charges and reasonable attorney's fees to the full extent permitted by applicable state and federal law. You are subject to Non-Sufficient Fund (NSF) fees at the lesser of (i) twenty-five dollars (\$25.00) or (ii) the maximum amount permitted by applicable state and federal law for each check issued by You which is subsequently returned or dishonored for any reason. We are not responsible for notifying You of checks that have not been honored or returned electronic payments. We may report certain terms of this Contract along with Our payment experience with You to local credit bureaus.

## **11. Payment Default and Remedies**

You shall be in default if You fail to pay any amount due under this Contract within thirty (30) days of such payment's applicable due date as set forth in this Contract. In the event of any breach by You of Your payment obligations under this Contract, We may be permitted and You hereby expressly authorize Us to, at Our sole and exclusive option, to access the Property at all reasonable times and disconnect, disable or repossess the System. We may without any prior notice to You, except as required by non-waivable provisions of applicable state and federal law, enforce all rights and seek all remedies available to Us under this Contract or under any law, which rights and remedies include, to the extent permitted by applicable state and federal law, the right to take possession of and remove the System from the Property or any other location. To the maximum extent permitted by applicable state and federal law, You waive all appraisalment, valuation, anti-deficiency and redemption laws now or hereafter in effect. We have the right to set off any amount due to You under a SREC Agreement (as defined in Section 7) against any amounts You have not paid Us in accordance with the terms of this Contract.

## **12. Entire Contract**

This Contract cannot be modified or discharged orally unless consent in writing is made by the Parties, and this Contract shall be binding upon the heirs, successors, and assigns of the Parties. This Contract supersedes all agreements previously made between the Parties. There are no other understandings or agreements. If there is an addendum to this Contract, the terms of that addendum supersede any and all contrary terms in this Contract. Any changes to the terms and conditions of this Contract must be approved in writing by a sales manager. Unless otherwise agreed to in writing by Us, the Installation does not include roof repair or replacement; painting, drywall repair, trench digging, engineering and/or main structure reinforcement costs; civil work; electrical panel upgrades; any upgrades to utility-owned equipment required by applicable interconnection standards; or the repair of any pre-existing electrical equipment or code violations required by municipal code, applicable law or inspectors necessary to approve inspection of the System but not directly related to the work performed by Us to install the System or anything else not clearly specified in this Contract.

## **13. Contract Transfer by Newport Electric Construction Corp.**

You agree that We can assign any of Our rights under this Contract without Your consent and that the person to whom We assign this Contract shall be entitled to all of Our rights under this Contract. You understand that Your rights will not be affected by such assignment.

## **14. Disclosure, No Waiver, Governing Law, Venue and Advertising**

You certify that the information furnished to Us is true and correct and authorize Us to obtain from any source of information that We may deem necessary to verify or supplement the information furnished. No delay by Us in enforcing any right hereunder shall be construed as a waiver of that or any other right; nor shall any waiver of any default by Us be construed to extend to any other default by You. A waiver by Us of any right or default shall be effective only if it is in writing. The Parties agree that this Contract shall be governed by and construed and interpreted in accordance with the laws of the jurisdiction in which the Property is located, and any action brought in connection with this Contract shall be brought only in the state and federal courts thereof. We shall have the right to post a sign advertising Newport Electric Construction Corp. on the Property during the performance of the Installation, unless prohibited by community or homeowner association rules or regulations.

## **15. Force Majeure**

Neither Party will be in default of this Contract for any delay or failure in the performance under this Contract if the damage, delay or failure results from any event beyond the non-performing Party's reasonable control (a "Force Majeure Event"). Force Majeure Events includes acts of God such as storms, fires, floods, lightning and earthquakes, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either Party, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure Event. Force Majeure Events cannot be attributable to fault or

negligence on the part of the Party claiming Force Majeure and must be caused by things beyond that Party's reasonable control.

#### **16. Community Program**

If You are purchasing Your System through a community sponsored program (the "Program"), You agree that Your Community has not made any representations or warranties to You regarding the Program and is not a party to this Contract. Further, You agree that Your Community shall have no liability or obligation to You under this Contract. "Community" means Your local town, city or similar municipality and any non-profit or other organization or association sponsoring and/or organizing the Program including their employees, officers, directors, agents and affiliates.

### **LIMITATION OF LIABILITY**

#### **17. Limitation of Liability**

We assume no liability for damage to the following: improperly installed, improperly maintained, defective, old, or deteriorated roof coverings or supports; sub-roof within the serviced area; siding; exterior covering or paint; underground pipes; sewer or drain lines; tanks; or any other non-visible installations. Our liability for any covered damages shall be limited to the Installation area specified in the System Design. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEWPORT ELECTRIC CONSTRUCTION CORP., ITS OFFICERS, EMPLOYEES, AFFILIATES, OR ANY CONTRACTOR OR SUBCONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER IN CONNECTION WITH OR RELATING TO THIS CONTRACT IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE AND IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, AGREEMENT, OPERATION OF LAW, OR OTHERWISE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEWPORT ELECTRIC CONSTRUCTION CORP.'S TOTAL LIABILITY UNDER THIS CONTRACT, SHALL NOT EXCEED THE TOTAL SALE PRICE. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, NEWPORT ELECTRIC CONSTRUCTION CORP. MAKES NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED, AND NEWPORT ELECTRIC CONSTRUCTION CORP. DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF TITLE, CUSTOM, INFRINGEMENT OR USAGE.

**Thank you for choosing Newport Electric Construction Corp.! Should You have any questions or concerns, please contact Our Customer Service Department at [solar@newportelectric.net](mailto:solar@newportelectric.net).**

**NOTICE OF CANCELLATION**

**(enter date of transaction)**

9/16/2023

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

**You may CANCEL this transaction, without any Penalty or Obligation, within FIVE 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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to Newport Electric Construction Corp. 121 Broadcommon Rd, Bristol, RI 02809, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_**

**(Date)**

**I HEREBY CANCEL THIS TRANSACTION.**

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

**(Buyer's signature)**\_\_\_\_\_