

## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF TOMBALL and ICHOOSR, LLC**

This Memorandum of Understanding ("MOU") is by and between the City of Tomball, Texas (the "CITY"), and iChoosr, LLC, a Delaware limited liability company ("ICHOOSR") (each a "Party" or collectively the "Parties") acting by and through their authorized representatives,

**WHEREAS**, ICHOOSR has a registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808;

**WHEREAS**, the Parties wish to enter into this Memorandum of Understanding ("MOU") for the principal purpose of providing the residents of the CITY that are homeowners ("Residents") with group purchasing power in the procurement of a high quality residential solar PV system installation ("Solar system") including financing options;

**WHEREAS**, the Parties intend to offer Residents an opportunity to register and participate in the Texas Solar Switch program ("TSS program"), whereupon ICHOOSR will arrange a competitive bidding process of qualified solar installers that leads to a competitive personal Solar System offer for participating Residents.

**NOW, THEREFORE**, in consideration of the foregoing and of the agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the Parties agree as follows:

#### **SECTION 1 - OBLIGATIONS OF THE PARTIES**

The Parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the true spirit of partnership to ensure that there is united, visible and responsive leadership of the TSS program and to demonstrate administrative and managerial commitment to the TSS program by means of the following services.

#### **SECTION 2 – COOPERATION & RESPONSIBILITIES**

The activities and services for the TSS program shall include, but not be limited to:

A) ICHOOSR shall:

1. Organize and help CITY actively promote at least one (1) TSS program each calendar year within the CITY, via agreed upon marketing and communications efforts as set out in the communications plan.
2. Organize one (or more) TSS programs per year which shall be made available to all Residents.
3. Provide the CITY with webpages and hyperlinks to the TSS program digital platform (website) to facilitate registration, auction and acceptance of a personal offer for participating Residents.
4. Set out information for Residents within its website about the TSS program including the fact that participation is free and provides them with no obligation to accept any solar

installer's offer, including information pages and a Frequently Asked Questions (FAQs) section.

5. Arrange for a solicitation and extensive qualification procedure of solar installation providers. The purpose of this vetting process is to secure that only solar installers can participate that are able to - in a reasonable timeframe - install high quality solar PV systems complying within the relevant local laws & regulations.
6. Arrange for a competitive bidding process for these vetted and qualified solar installers for Solar Systems to ensure a competitive price to participants, while not guaranteeing this will result in a market-leading offer.
7. Actively manage selected solar installer to ensure installation goes in accordance with requirements.
8. Provide Customer Service for Residents, inclusive of a toll-free phone number for the TSS program, and maintain a Texas based Customer Care Call Center for this TSS program.
9. Upon request from CITY, provide reports detailing the number of participants in the TSS program and the number of people who have confirmed that they wish to accept the Solar System offer. Such reports to be electronically accessible to the CITY.
10. Provide the option to carry out surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the TSS program.
11. Obtain the CITY's prior approval for all marketing communications before posting, publishing or distributing such communications.

B) the CITY shall:

1. Host and actively promote one (or more) TSS program(s) each calendar year with ICHOOSR, via mutually agreed marketing and communication efforts as established in the communication plan that will be drawn up during a meeting between ICHOOSR and CITY representatives, and then shared during a kick-off meeting between the CITY and ICHOOSR.
2. Organize a kick-off meeting, and when necessary, follow-up meetings or calls, with ICHOOSR at the CITY's premises, where CITY staff that have a role in the TSS program will attend.
3. Include information regarding the TSS program on the CITY's web page, briefly explaining the TSS program and providing a hyperlink to the CITY's registration pages on the Texas Solar Switch platform, by using unique URL's which will be provided to the CITY by ICHOOSR for tracking purposes.
4. Allow ICHOOSR to utilize the CITY logo / emblem for purposes of promoting the TSS program to Residents. All uses of the CITY logo / emblem will be pre-approved by the CITY.
5. Include information regarding TSS program in bill inserts that are sent to Resident homes.
6. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting or distributing such communications in any way.

### **SECTION 3 - RESOURCES**

CITY shall provide one (1) or two (2) point(s) of contact to ICHOOSR, so that ICHOOSR may work with point(s) of contact to promote the TSS program.

ICHOOSR shall provide all other resources including the website, social media content, any brochures, Customer Care Center with a 1-800 contact number for questions about TSS program, and dedicated resource staff to support the TSS program for the CITY.

#### **SECTION 4 - LIABILITY**

No liability will arise or be assumed between either Party as a result of this MOU.

#### **SECTION 5 - LENGTH OF AGREEMENT**

The arrangements made by the "Parties of this MOU shall remain in effect from December 6, 2022 ("Effective Date") for a period of one-year with three (3) one-year renewal options, at which time the MOU will automatically renew annually on the contract effective date.

#### **SECTION 6 - TERMINATION**

Either Party may terminate this MOU for any reason with 60-days advance written notice.

#### **SECTION 7 - UNDERSTANDING**

It is mutually agreed upon and understood by the Parties:

1. Each Party will work together in a coordinated fashion for the fulfillment and success of the TSS program.
2. In no way does this MOU restrict either Party from participating in a similar agreement with other Public or Private agencies, organizations, and individuals.
3. To the extent possible, each Party will participate in the development and success of the TSS program.
4. Nothing in this agreement shall obligate either Party to the transfer of any funds. Both Parties mutually agree that there is no financial arrangement between ICHOOSR and CITY.
5. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
6. This MOU is effective upon signature and date from both Parties.

The Parties support the goals, responsibilities, and objectives of this MOU

The MOU has been signed by authorized representatives of ICHOOSR, and CITY. This agreement shall be effective as of the date first written above.

iChoosr LLC

City of Tomball

Jacobus Bijlholt

PRINT NAME

CEO  
Title

Title

Signature

Signature

November 30, 2022  
Date

Date