

**[FORM OF]
INSTALLATION AGREEMENT
BETWEEN THE CAPE LIGHT COMPACT,
[HOMEOWNER] AND [INSTALLER]**

This Installation Agreement (the “Agreement”) is made and entered into as of this [redacted] day of [redacted], [redacted] (the “Effective Date”), by and between the Cape Light Compact, an inter-governmental entity formed under M.G.L. c. 40 §4A and a municipal aggregator under M.G.L. c. 164, §134 (“Compact”), [xx.] a [xx] (“Homeowner”) and [xx] a [xx] (“Installer”). The Compact, Homeowner and Installer are herein referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, The Compact entered into a Grant Agreement dated August 1, 2016 (the “MassCEC Agreement”) with the Massachusetts Clean Energy Technology Center (“MassCEC”), pursuant to which MassCEC is providing the Compact with grant funds to install solar photovoltaic systems on low-income, single family housing;

WHEREAS, the Compact and the Homeowner have entered into a Grant and Assignment Agreement dated [redacted] (“Grant Agreement”) by which the Compact has agreed to grant Homeowner, in accordance with the MassCEC Agreement, 100% of the equipment and costs to facilitate the installation of a solar photovoltaic system (“PV System”) located on the Homeowner’s roof (the “Premises”), as more particularly described in Exhibit A attached hereto;

WHEREAS, Installer is in the business of designing, procuring, installing, testing, and commissioning solar power electric generation facilities;

WHEREAS, Homeowner has procured Installer to design, procure, install, test, and commission the PV System on the Premises;

WHEREAS, Homeowner proposes to provide Installer the rights to design, procure, install, test and commission the PV System on the Premises for the purposes and subject to the conditions set forth herein; and

WHEREAS, in accordance with the Grant Agreement, the Compact will provide the grant funds to the Installer as set forth herein, to support the installation of the PV System on the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, the Parties agree as follows:

ARTICLE I
DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. When used in this Agreement, the following terms shall have the meanings given, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“All Applicable Laws” means any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the design, procurement, construction and installation, of the PV System on the Premises.

“Commercial Operation Date” means the first day on which the PV System is ready for regular, daily operation, in accordance with All Applicable Laws (including, but not limited to, a grant of permission to operate from the LDC), as certified in writing by Installer.

“Commercially Reasonable” means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics, and regulations.

“Compact” has the meaning set forth in the preamble.

“Good Industry Practice” means the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of solar industry in the performance of designing, procuring, installing, testing and commissioning solar photovoltaic systems) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts.

“Governmental Authority” means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

“Homeowner” has the meaning set forth in the preamble.

“Installer” has the meaning set forth in the preamble.

“**Interest Rate**” means a fluctuating interest rate per annum equal to the sum of (1) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (2) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by User and reasonably acceptable to Contractor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.

“**LDC**” means NStar Electric Company d/b/a Eversource Energy or any successor thereto.

“**LDC System**” means the electric distribution system operated and maintained by the LDC.

“**Minimum Technical Specifications**” means those technical specifications and requirements for the PV System, contained in Exhibit B, hereto.

“**Notice of Commercial Operation**” has the meaning set forth in Section 3.5 of this Agreement.

“**Premises**” has the meaning set forth in the Recitals hereto and on Exhibit A.

“**Price**” has the meaning set forth in Section 4.1 of this Agreement.

“**Prime Rate**” means the rate published from time to time in the “Money Rates” section of The Wall Street Journal, as the prime-lending rate. In the event this index is discontinued or its basis is substantially modified, the Parties shall agree on a substitute equivalent index.

“**Solar Carve-out II Program**” the Solar Carve-out II program set forth in 225 C.M.R. §14.00 et seq., as amended from time to time.

ARTICLE II TERM

The term of this Agreement shall commence on the Effective Date and shall remain in effect until the day the Installer issues the Notice of Commercial Operation, or such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof (the “Term”).

ARTICLE III INSTALLATION AND OWNERSHIP

3.1 Points of Contact. Installer names , as its day-to-day point of contact for all issues arising under this Agreement and the person responsible for ensuring that the installation is performed and completed in a manner satisfactory to the Compact and the Homeowner and in accordance with the terms of this Agreement. The Compact names **Austin Brandt, Power Supply Planner** (email: austin.brandt@capelightcompact.org; phone: 508-375-6623), as its day-to-day point of contact for all issues arising under this Agreement. The Homeowner names , as its day-to-day point of contact for all issues arising under this Agreement.

3.2 Access to the Premises. Homeowner hereby grants Installer a license for access to the Premises to install, test and commission the PV System at a location to be agreed to between the Homeowner, the Compact and the Installer, pursuant to the provisions of this Agreement. Installer and its subcontractors, agents, consultants, and representatives shall have reasonable access at all reasonable times (including under emergency conditions) to the necessary portion of the Premises for the purpose of construction of the PV System, and to any documents, materials and records of Homeowner relating to the Premises that Installer reasonably requests in conjunction with these activities. Installer shall provide Homeowner reasonable notice of all activities conducted by or on behalf of Installer on the Premises relating to the PV System. Installer and its subcontractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to cause minimum interference with Homeowner's activities.

3.3 All Applicable Laws; Governmental Approvals. Installer's performance under this Agreement must comply in all respects with All Applicable Laws. Installer shall be responsible at its sole cost for designing, procuring, installing, testing and commissioning, the PV System and obtaining all approvals and permits required for installation of the PV System from any Governmental Authority having jurisdiction in the matter. Installer will promptly inform the Compact and Homeowner of all significant developments relating to the issuance of such approvals or permits. Installer shall ensure that the PV System is installed in a manner and within the timeframe necessary to qualify for the Solar Carve-out II Program.

3.4 Installation. Installer shall construct a [xx kw] PV System on the Premises with an estimated annual output of [xx kWh] in accordance with the Minimum Technical Specifications and Installer's plans and specifications set forth in Exhibit A hereto. The PV System will, when completed, comply with All Applicable Laws. Installer may use qualified subcontractors to install the PV System subject to the prior written approval of the Homeowner, and Installer shall at all times remain fully responsible for the acts and omissions of all subcontractors. Installer shall provide the Compact with written certification that the PV System is mechanically complete. Any and all property of Installer or its subcontractors used and left on the Premises upon completion of the installation shall be at Installer's or its subcontractors' sole risk and responsibility to insure without right of recourse against the Homeowner or the Compact. In addition, to the fullest extent permitted by law, Installer hereby waives any rights of recovery against the Homeowner or the Compact for any and all claims, costs and expenses related to personal or bodily injury or property damage to the Installer, its officers, employees, agents, representatives or independent contractors, resulting from the installation of the PV System under this Agreement.

3.5 General Performance Standards. Installer assumes professional and technical responsibility for the performance of the design, procurement, installation, testing and commissioning of the PV System in accordance with the terms of this Agreement and Good Industry Practice, including any professional licensing requirements and any additional guarantee or warranty specified in the Minimum Technical Specifications. Installer shall be responsible for reimbursement of the Homeowner's losses related to defective services not performed in accordance with Good Industry Practice during the warranty period set forth in the

Minimum Technical Specifications. In performing its obligations hereunder during the term of this Agreement, Installer represents and warrants that it shall: (i) exercise reasonable care to assure that its operations are prudently and efficiently managed; (ii) employ an adequate number of competently trained and experienced personnel to carry out the work to be performed; (iii) spend such time in performing the work as is reasonable and necessary to fulfill effectively its obligations under this Agreement; (iv) obtain all federal, state and local permits required to install the PV System; (v) install all equipment in accordance with manufacturer instructions; and (vi) upon completion of the installation, promptly remove from the Premises any equipment, materials, debris and waste relating to the installation and leave such Premises in a clean and tidy condition.

3.6 Interconnection. Except as otherwise provided herein, Installer will obtain at its sole cost all approvals and agreements required to interconnect the PV System to the LDC System. Installer will promptly inform the Compact and Homeowner of all significant developments relating to such interconnection matters. If any material changes in plans and/or specifications to the PV System are required by the LDC, then Installer shall submit such changes, if any to the Homeowner and the Compact for their approval, which shall not be unreasonably withheld.

3.7 Notice of Commercial Operation. Subject to the provisions of this Agreement, Installer shall notify and represent to Homeowner and Compact when the PV System has achieved commercial operation (“Notice of Commercial Operation”), and shall in such notice certify the Commercial Operation Date. The Notice of Commercial Operation shall contain certification of the LDC’s interconnection approval for the PV System.

3.8 Record Plans. Within sixty (60) days following the issuance of the Notice of Commercial Operation, Installer shall prepare and deliver to Compact and Homeowner detailed record plans accurately depicting the PV System including, without limitation, all wiring, lines, conduits, piping and other structures or equipment.

3.9 No Liens. Installer shall not file any liens against the Homeowner for its work performed in accordance with this Agreement and this requirement shall flow down to all of Contractor’s subcontractors. If any mechanic’s, laborer’s or materialman’s lien shall at any time be filed against the Premises or the PV System, Installer, within ten (10) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Installer shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Compact or Homeowner may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Homeowner or Compact and expenses reasonably incurred by Homeowner or Compact in connection therewith, together with interest thereon at the Interest Rate from the respective dates of making of the payment of the cost and expenses, shall be paid by Installer to Homeowner or Compact, as the case may be, within fifteen (15) days of invoice therefor.

3.10 Operations Manual; Training. Installer shall deliver to Homeowner an operations, maintenance and parts manual covering the PV System. In addition, Installer will train

Homeowner on basic principles of operation, maintenance and monitoring of the PV System and on emergency preparedness and response.

3.11 Warranty. Installer shall provide the warranties required in the Minimum Technical Specifications.

3.12 Title and Risk of Loss. Title to and risk of loss of the PV System or any component thereof will pass from Installer to Homeowner upon Homeowner's receipt of the Notice of Commercial Operation. Contractor warrants that it will deliver the PV System to Homeowner at free and clear of all liens, security interests, claims, and other encumbrances.

3.13 Damage to Premises. Any damage caused by Installer or its subcontractors to the Premises or other property not belonging to Installer or its subcontractors shall be repaired at Installer's expense within thirty (30) days after notification of damage, or sooner if immediate repair is required to prevent further damage to such property.

3.14 Automated Reporting. In accordance with the Minimum Technical Specifications, Installer shall ensure that a pre-paid 20-year cellular and automatic reporting plan is in place to automatically report data from the production meter of the PV System to the Massachusetts Clean Energy Center Production Tracking System. Installer shall respond to reasonable requests for information regarding the automatic reporting plan from the Compact or Homeowner and provide such documents and assurances as reasonably requested by the Compact or Homeowner regarding the status of the automatic reporting plan.

ARTICLE IV PRICE AND PAYMENT SCHEDULE

4.1 Price. The purchase price for the turnkey PV System including design services, project management, installation, labor and materials shall be [xx] (the "Price").

4.2 Payment Schedule. After the Effective Date, an initial payment of one half of the Price (xx.xx) shall be due within thirty (30) days of the Compact's receipt of a written invoice from Installer. The remainder of the Price (xx.xx) shall not be due until after the PV System Commercial Operation Date and the Compact shall have thirty (30) days to pay upon receipt of a written invoice from Installer.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF INSTALLER

As of the Effective Date of this Agreement, Installer represents and warrants to Compact and Homeowner as follows:

(a) Installer has full legal capacity to enter into this Agreement and to perform all its obligations hereunder;

(b) The execution of this Agreement has been duly authorized, and each person executing this Agreement on behalf of Installer has full authority to do so and to fully bind Installer;

(c) Installer knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Installer or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Agreement or Installer's ability to carry out its obligations under this Agreement; and

(d) None of the documents or other written or other information furnished by or on behalf of Installer to the Compact or Homeowner pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

ARTICLE VI INDEMNIFICATION AND INSURANCE

6.1 Indemnification by Installer. Installer shall indemnify, defend and hold harmless the Homeowner, the Compact and the Compact's members, directors, officers, employees, agents, representatives and independent contractors (collectively "Indemnified Parties" and singularly "Indemnified Party") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees) and lien claims by subcontractors or suppliers or sub-subcontractors and sub-suppliers, causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with (i) any material breach by Installer of its obligations, covenants, representations or warranties contained in this Agreement, (ii) Installer's actions or omissions taken or made in connection with its performance of this Agreement; (iii) any claims arising from or based on the violation of All Applicable Laws, or (iv) any claims arising out of or resulting from any and all work performed under this Agreement. If an Indemnified Party seeks indemnification pursuant to this Article VI, the Indemnified Party shall notify Installer of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Installer further agrees, if requested by the Indemnified Party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article VI and to make payment of indemnity within thirty (30) days after demand therefor. If Installer acknowledges in writing that it will assume the defense of such claim, Installer may assert any defenses which are or would otherwise be available to the Indemnified Party.

6.2 Insurance. Installer shall satisfy the insurance requirements set forth in Exhibit C.

ARTICLE VII DEFAULT; TERMINATION; REMEDIES

7.1 The following shall each constitute an Event of Default by a Party to this Agreement:

(a) a Party breaches any non-monetary material obligation under the Agreement and fails to cure such breach within thirty (30) days after notification by another Party of the breach;

(b) a Party fails to make a payment due under this Agreement within forty-five (45) days after such payment is due unless such payment is contested;

(c) if any material representation or warranty made by a Party proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation or warranty correct and not misleading within fifteen (15) days of written notice from another Party; and

(d) a Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within three (3) Business Days after receipt of written notice from another Party, or the occurrence of a default by the insurer of a Party under any insurance policy provided hereunder.

7.2 Termination. Upon an Event of Default by Installer, the Compact may terminate this Agreement upon thirty (30) days' notice.

7.3 Remedies. Each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of another Party's non-performance under this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party will use Commercially Reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. If the Claiming Party claims a Force Majeure for a consecutive period of six (6) calendar months or longer, the non-Claiming Party may terminate this Agreement, in whole or in part, without any liability to the Claiming Party as a result of such termination.

8.2 Dispute Resolution. The dispute resolution procedures of Section 8.2 shall be the exclusive mechanism to resolve disputes arising under the Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding the Agreement. Any dispute that arises under or with respect to the Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the sole venue for judicial enforcement shall be Barnstable County Superior Court, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of the Agreement.

8.3 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

8.4 Notice. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent

If to the Compact to:

Margaret T. Downey
Cape Light Compact Administrator
PO Box 427
Open Cape Building
3195 Main Street
Barnstable, MA 02630
Phone: (508) 375-6636
Email: mdowney@capelightcompact.org

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
271 Waverley Oaks Road, Suite 203
Waltham, MA 02452
Phone: (617) 244-9500 (voice)
(802) 419-8283 (fax)
Email: jbernstein@bck.com

If to the Homeowner to:

[insert]

If to the Installer to:

[insert]

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the fifth business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

8.5 Assignment. Installer shall not, without the prior written consent of Compact and Homeowner, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. Installer and Homeowner acknowledge and agree that the Compact may contract with a Fiscal Agent that may be the employer of record for its employees and, at the Compact's option, on behalf of the Compact, enforce the Compact's rights under this Agreement. The Parties agree that upon written notification to the Installer and Homeowner by the Compact that the Compact has contracted with a Fiscal Agent, the Parties will use good faith efforts to amend this Agreement in a timely fashion to recognize the Fiscal Agent as a party to this Agreement with rights to enforce the Agreement. In the event that during the Term of this Agreement the Compact undertakes to reorganize its inter-governmental agreement structure to operate in whole or in part by and through the Fiscal Agent, the Compact may assign its rights under this Agreement in whole or in part to the Fiscal Agent or may elect to assign this Agreement to the Fiscal Agent without the consent of the Installer or Homeowner, provided the Compact provides written notice of such assignment to the Installer and Homeowner.

8.6 Entire Agreement; Amendments; Binding Effect. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all

prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written amendment to the Agreement signed by all Parties hereto. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

8.7 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into the Agreement, including, without limitation, all attorneys' fees and expenses.

8.8 No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

8.9 Joint Workproduct. This Agreement shall be considered the workproduct of the Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

8.10 Waiver. No waiver by any Party hereto of any one or more defaults by another Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of another Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

8.11 Severability. If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

8.12 Further Assurances. From time to time and at any time at and after the execution of the Agreement, any Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by another Party and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by another Party for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

8.13 Headings and Captions. The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

8.14 Survival. Termination of this Agreement for any reason shall not relieve a Party of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Section 3.4 (General Performance Standards), Section 3.7 (Record Plans), Section 3.14 (Automated Reporting), Section 4.2 (Payment Schedule) Section 6.1 (Indemnification), which shall survive the expiration or termination of the Agreement.

8.15 Counterparts; Scanned Copy. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

8.16 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a Commercially Reasonable manner.

8.17 Publicity; Marketing. Installer covenants that it will, upon reasonable request and at reasonable times, be available to be interviewed by MassCEC or its authorized representatives for purposes of MassCEC's case studies in connection with the MassCEC Agreement. Installer, Homeowner and Compact acknowledge and agree that MassCEC may report out on the PV System in summaries, case studies or similar information resources in connection with the MassCEC Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Cape Light Compact

By: _____
Ms. Margaret T. Downey
Administrator/Chief Procurement Officer
Cape Light Compact
P.O. Box 427
Open Cape Building
Barnstable, MA 02630
(508) 375-6636 (voice)
(508) 362-4166 (fax)
mdowney@capelightcompact.org

Homeowner

By: _____
Name:
Address:

Installer

By: _____
Name:
Title:
Address:

List of Exhibits

- Exhibit A: Description of the Premises; Installation Plan
- Exhibit B: Minimum Technical Specifications
- Exhibit C: Insurance

EXHIBIT A

DESCRIPTION OF THE PREMISES; INSTALLATION PLAN

EXHIBIT B

MINIMUM TECHNICAL SPECIFICATIONS

- A. The PV System must be installed according to the manufacturer's instructions and in compliance with all applicable codes and standards, including:
- The provisions of the National Electric Code (NEC)
 - Local, state, and /or federal building codes and practices
 - The system must have an appropriate electric utility interconnection agreement in place at the time of interconnection to the utility grid.
 - All pertinent permits and inspections must be obtained and copies kept on file as may be required by local codes and/or state law.
- B. The PV System must have a minimum Total Solar Resource Fraction (TSRF) of 70%.
- C. All major PV System components, including modules and inverters, will be covered by a minimum 10-year warranty.
- D. All photovoltaic modules must be certified by a nationally-recognized testing laboratory as meeting the requirements of the Underwriters Laboratory (UL) Standard 1703.
- E. All inverters must be certified as meeting the requirements of IEEE 929 and UL 1741.
- F. The PV System installer will provide the Homeowner with a minimum 10-year labor warranty against defective workmanship, PV System or component breakdown. The warranty will cover the PV System, including PV modules (panels) and inverters, and provides for no-cost repair or replacement of the PV System or system components, including any associated labor during the warranty period.
- G. The system must be designed and installed following the guidelines of the Massachusetts Clean Energy Center approved components list to ensure registration with the Massachusetts Clean Energy Center Production Tracking System.
- H. A pre-paid 20-year cellular and automatic reporting plan shall be in place to automatically report data from the production meter to the Massachusetts Clean Energy Center Production Tracking System.
- I. An owner's manual of operating and maintenance instructions is provided to the system owner and preferably also posted on or near the system. The owner's manual should include manufacturers specifications, serial numbers, warranty policies, etc.

J. The Homeowner is provided with, at minimum, a basic training orientation that includes maintenance instructions, troubleshooting, meter reading, and electric production reporting instructions.

K. Electrical production estimates are specific to the site and equipment.

EXHIBIT C

INSURANCE

Installer shall secure and maintain, at its own expense, throughout the Term of this Agreement the following insurance coverage. Upon the Effective Date of this Agreement, Installer shall provide Compact and Homeowner with evidence of its insurance hereunder.

1. **Commercial general liability insurance** of at least two (2) million dollars.
2. **Worker's compensation insurance**, in compliance with applicable law and including Employers Liability with a limit of at least \$500,000 or otherwise adequate to meet umbrella policy underlying insurance requirement.
3. **Business automobile liability** coverage of at least two (2) million dollars.
4. **Umbrella liability** coverage with single limits in the amount of at least three (3) million dollars.
5. **Builder's or Installer's All Risk** property coverage for damage to property being installed. Coverage should be provided for full replacement cost.
6. **Additional Insurance Requirements.** All insurance (other than workers' compensation insurance) maintained by Installer shall:
 - (i) include the Homeowner and the Cape Light Compact as additional insureds. Coverage for such additional insureds shall include the obligation to defend and shall be primary to any other insurance maintained by the Homeowner or the Cape Light Compact. This requirement shall not apply to the worker's compensation insurance.
 - (ii) provide that no cancellation, lapse or material change thereof shall be effective until at least thirty (30) days written notice of cancellation is mailed to all named insureds; and
 - (iii) waive subrogation rights against the Homeowner and Cape Light Compact.