**SOLAR EQUIPMENT LEASE AND SERVICES AGREEMENT**

 **Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Solar Equipment Lease and Services Agreement (this “**Lease**”) is effective as of the Effective Date listed above, by and between Solar Owner and Homeowner identified below (each, a “**Party**” and together, the “**Parties**”) and comprises these Cover Sheet and Signature Page, and the following Exhibits, incorporated herein and made a part hereof:

Exhibit A: General Terms and Conditions

Exhibit B: Property, Premises, and Site Plan

Exhibit C: Form of Memorandum of Site Lease

Exhibit D: Warranty Terms

In the event of any conflict between the terms specified on this Cover Sheet/Signature Page (the “**Cover Sheet**”) and the General Terms and Conditions, the terms specified on this Cover Sheet/Signature Page shall control.

|  |  |  |
| --- | --- | --- |
| **Solar Owner** |  | **Homeowner** |
| **Legal Name:** | LEGAL NAME | **Legal Name:** | {HOMEOWNER NAME} |
| **Mailing Address:** | {ADDRESS} | **Mailing Address:** | {ADDRESS} |
| **Telephone No.:** | {PHONE} | **Telephone No.:** | {PHONE} |
| **Email:** | {EMAIL} | **Email:** | {EMAIL} |
| **Primary Contact:** | {CONTACT NAME} |  | **Primary Contact** | {CONTACT NAME} |

|  |
| --- |
| **Commercial Terms** |
| **The Lease:** | Solar Owner agrees to lease this Solar Facility to Homeowner. |
| **Lease Payment:** | At the time of signing, Homeowner will pay $X,XXX representing the lease value to Solar Owner (the “**Lease Prepayment**”). Homeowner shall not owe any further monthly payment for the Term of the Lease. |
| **Solar Facility:** | “**Solar Facility**” means some or all of the following solar energy generation equipment: (i) the solar photovoltaic system, consisting of solar modules, associated wiring, racking and inverters;(ii) meters, and any other related equipment, together with all electrical lines required to transmit electricity generated by the solar photovoltaic system to the interconnection point; and/or(iii) monitoring equipment and other necessary and convenient equipment and appurtenances running between the solar energy system and all necessary electrical and other utility sources located on the Property. |
| **Estimated Size of Solar Facility:** | **10 kWdc** |
| **Property:** | That parcel of land located at XXXX, with a further description as set forth in Exhibit B. |
| **Premises:** | Such portion of the Property as described on the preliminary site plan set forth in Exhibit B, and all additional space on the Property for wiring required to install the Solar Facility and connect the System to the point of electrical interconnection at the Homeowner’s electric meter, including but not limited to attic space or areas along the side of Homeowner’s residence. |
| **Location of Solar Facility on Premises:** | The anticipated location of the Solar Facility is more fully described in the preliminary site plan in Exhibit B. |
| **Initial Term:** | 6 Years following COD (as defined in Section 4(a)). |
| **Estimated Production:** | Homeowner will lease from Solar Owner the Solar Facility that is projected to produce XXXX kilowatt hours of electricity in the first full year of operation, with a likely production degradation rate of 0.5% per year, at a lease cost of $0 per month. All power generated by the Solar Facility shall be delivered by Solar Owner to Homeowner for Homeowner’s benefit, with a corresponding reduction in the Homeowner’s electric utility bills.  |
| **“Warranty”:** | The Solar Facility warranties are as described in Exhibit D. |

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Solar Equipment Lease and Services Agreement as of the Effective Date.

**Solar Owner:**

**SOLAR OWNER NAME**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: JOHN DOE
Title: DIRECTOR, NON PROFIT

**Homeowner #1**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Homeowner #2 (if needed)**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTIONS:** All homeowners on the property title must sign, as well as the spouses of all married homeowners, even if such spouses are not listed on the property title.

**Exhibit A**

**GENERAL TERMS AND CONDITIONS**

# **Commercial Terms and Definitions.** The Commercial Terms listed on the Cover Sheet of this Lease are hereby incorporated in these General Terms and Conditions by this reference. Capitalized terms used but not otherwise defined in these General Terms and Conditions are as defined on the Cover Sheet of this Lease.

# **Lease of Solar Facility.** Solar Owner hereby agrees to design, engineer, construct, install, operate, and maintain a Solar Facility at the Premises, and upon achieving the COD (as such term is defined below), to lease such Solar Facility to Homeowner, and Homeowner agrees to lease from Solar Owner the Solar Facility pursuant and subject to the terms and conditions of this Lease for the duration of the Term.

# **Lease of Premises.** Homeowner hereby leases to Solar Owner, and Solar Owner hereby leases from Homeowner, the Premises pursuant to the terms and conditions of this Lease solely for the design, engineering, construction, installation, operation, and maintenance of the Solar Facility (the “**Permitted Use**”), subject to the rights of termination set forth in Section 12. Homeowner retains the right to inspect the Premises and to use the Premises and the Property for all purposes that do not interfere with Solar Owner’s Permitted Use.

# **Term.**

## Duration. This Lease shall commence on the Effective Date and, unless sooner terminated as provided herein, will continue until the end of the Term set forth on the Cover Sheet. The Term shall begin on the commercial operation date (“**COD**”) of the Solar Facility. As such term is used herein, COD is the date on which the Solar Facility is placed in service, which shall be on or after the day that Solar Owner has received approval from the Utility to interconnect with the grid (as applicable). A “**Lease Year**” is each 12-month period beginning with the first day of the month following COD, unless COD occurs on the first day of a month, in which case the Lease Year shall be deemed to start on such date and not on the first day of the following month.

## Decommissioning. Upon the expiration or termination of the Lease, Solar Owner shall decommission and remove the Solar Facility within ninety (90) days at its sole cost and expense, unless such expiration or termination is due to an Event of Default by Homeowner, in which case Homeowner shall be responsible for all costs and expenses. Solar Owner shall make commercially reasonable efforts to effect the removal of the Solar Facility in a way which returns the Premises to substantially its pre-existing state, provided that reasonable wear and tear is excepted and that Solar Owner is not obligated to remove materials that are embedded within the structure of improvements of the Premises and do not interfere with Homeowner’s use following decommissioning. If Solar Owner does not decommission and remove the Solar Facility within ninety (90) days, Homeowner shall have the option to remove the Solar Facility, responsibly dispose of the Solar Facility equipment, and repair any damage caused in connection therewith and Solar Owner shall reimburse Homeowner for the reasonable cost of such removal, disposal, and repair within thirty (30) days of receiving proof of such costs paid by Homeowner, unless such removal is the result of a Homeowner Event of Default, in which case, Homeowner shall be solely responsible for the cost and expense of removal, disposal, and repair.

## Lease Rate. On the Effective Date, Homeowner shall pay to Solar Owner the Lease Prepayment. Homeowner shall owe to Solar Owner no further payments during the Term of the Lease.

# **Licenses.**

## License to Solar Owner during Term. During the Term, Homeowner grants to Solar Owner a non-exclusive license to access, enter onto, cross, and perform work on the Property, whether above, on, or below ground, solely in furtherance of the Permitted Use (the “**Licensed Property**”), provided that such use of the Property and placement of equipment does not unreasonably interfere with the use of the Property by the Homeowner, its residents, agents, contractors, invitees, or employees (the “**Solar Owner Entities**”). The area of the Licensed Property is defined in Exhibit B.

## Access Rules. Solar Owner may access the Premises (and the Property to the extent necessary, as outlined herein) between 8:00 AM and 8:00 PM EST in connection with the Permitted Use, or at other times when granted such access by the Homeowner.

# **Ownership of Solar Facility, Output, and Environmental Attributes.**

## Title to Solar Facility. Except if and when Homeowner purchases the Solar Facility as set forth in Section 8(a) below, Solar Owner shall own and hold title to the Solar Facility as its own personal property. Homeowner shall not be permitted, and shall not permit any contractor performing work on the Property, to place a mechanics lien or any other type of lien or encumbrance on the Solar Facility or any portion thereof, and shall promptly remove any such lien or encumbrance promptly after learning of the same.

## Title to Electricity. During the Term, Solar Owner shall deliver to Homeowner, and Homeowner shall own and hold title to all electricity produced by the Solar Facility.

## Environmental Attributes. During the Term, Homeowner shall not hold any rights, and irrevocably assigns all rights to Solar Owner for any and all (i) existing and future emissions credits, renewable energy credits, green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the Solar Facility (collectively, “**Environmental Attributes**”) and (ii) any and all federal, state or local tax credits and other benefits attributable to the Solar Facility (collectively, “**Incentives**”).

## Tax Credits. Solar Owner intends to claim the federal solar investment tax credit resulting from Solar Facility installation and operation. Homeowner is not to entitled to, and agrees not to claim, any federal or state income tax credits or other tax benefits associated with the System during the Term.

## Transfer of Property. Homeowner shall not sell or transfer ownership of the Property during the Term without written notice to Solar Owner at the information provided on the first page of this agreement at least 60 days before Property sale. Homeowner shall ensure that this Lease and all rights and responsibilities of Homeowner thereunder be assigned to the purchaser or transferee of the Property.

# **Insolation.**

## Sunlight Easement. Homeowner hereby grants to Solar Owner a valid easement to all of the sunlight on the Property to generate electricity. Homeowner shall not build, or allow to be built, any improvements on the Property or any adjacent property owned or controlled by Homeowner or affiliated entities that would obstruct, or would be reasonably likely to obstruct, sunlight to the Solar Facility or that would impede access to the Solar Facility.

## (b) Tree Management. While the Solar Facility is operating during the Term, at Homeowner’s cost Homeowner shall maintain vegetation on the Property so that the vegetation does not cast shadows, block, or restrict access to direct sunlight for the Solar Facility or otherwise interfere with the Permitted Use and the ability of the Solar Facility to generate and/or deliver electricity.

# **Purchase Option.**

## Purchase Option. Commencing on the first day of the seventh (7th) year of the Term (“Purchase Option Commencement Date”) and continuing thereafter and until the commencement of the decommissioning and removal process pursuant to Section 4(b), Homeowner may purchase the Solar Facility for a purchase price equal to Fair Market Value by notifying Solar Owner in writing of its intent at least sixty (60) days in advance of such anticipated purchase. At any time within ninety (90) days in advance of the Purchase Option Commencement Date, Homeowner may issue a request to Solar Owner for a purchase price with reasonable advance notice prior to the date of exercise of the Purchase Option. Solar Owner shall provide a good faith estimation of Fair Market Value as of the anticipated purchase date within ten (10) business days of such request. In the event that Homeowner does not agree to the estimate of Fair Market Value, the Fair Market Value shall be determined by a professional appraiser with experience in the appraisal of assets similar to the Solar Facility, and the Parties shall divide equally the cost of any such appraisal. Upon Solar Owner’s receipt of payment of the purchase price from Homeowner pursuant to this Section, the Parties will execute all documents necessary to cause title to, all interests in and rights to, and risk of loss of the Solar Facility to pass to the Homeowner. Following transfer of ownership to Homeowner, Solar Owner shall have no further obligation with respect to the performance, installation, or operation of any part or component of the Solar Facility and shall transfer the Solar Facility on an “as-is, where-is” basis; provided, however, Solar Owner agrees to pass through, and to transfer to, Homeowner any applicable manufacturers’ warranties provided on the Solar Facility, to the extent such warranties are transferable.

## Fair Market Value Definition. For purposes of this Lease, “**Fair Market Value**” means, with respect to the Solar Facility, as of the day of determination, the price that would be negotiated in an arm’s-length, free market transaction for cash, between an informed, willing seller and an informed, willing buyer unrelated to seller, neither of whom is under compulsion to complete the transaction.  For purposes of this definition, the premise of value shall be value in exchange, and the Fair Market Value shall be reduced by the cost of removal of the Solar Facility from the Premises. In no case shall the Fair Market Value be greater than five percent (5%) of the total initial Solar Facility installation cost as documented by the Solar Owner.

## No Further Obligations. Following transfer of ownership to Homeowner pursuant to subsection (a), the Lease shall terminate without further liability to either Party. For clarity, Solar Owner shall have no continuing maintenance obligations with respect to the Solar Facility other than the warranty obligations set forth in Exhibit D, and Solar Owner’s good faith efforts to ensure transfer of such manufacturer and workmanship warranty obligations from Solar Owner to Homeowner, and Homeowner shall be responsible for all maintenance and operation of the Solar Facility thereafter.

# **Maintenance and Security**.

## Solar Owner Obligations. During the Term, Solar Owner will maintain the Solar Facility and the Premises in good order and repair in compliance with Applicable Laws and in accordance with the generally accepted practices of the renewable energy industry in general and the solar generation industry in general. Solar Owner shall have no obligation to maintain the condition of the Property or the Premises, except to the extent of any damage to the Property caused by Solar Owner or its contractors when performing work related to, or operating, the Solar Facility, though such damage shall not include reasonable wear and tear to the roof caused by the Permitted Uses.

## Homeowner Obligations. Homeowner shall use reasonable efforts to maintain the Property and Premises so that the operation of Solar Facility and access to the Solar Facility are not hindered or prevented in any way by maintenance issues on the Property or Premises. Homeowner shall not attempt to move, alter, clean, fix, tamper with or damage the Solar Facility at any time or for any reason, or take any action that could impair or void any applicable warranty without Solar Owner’s prior written consent. Homeowner shall provide advance notice of any maintenance or repair of the Property or Premises that could potentially affect the Solar Facility, and will cooperate with Solar Owner to ensure adequate precautions are undertaken to prevent any damage or impairment of the Solar Facility. Homeowner shall complete required maintenance within:

### forty-five (45) days of receipt of written notice of impact on Solar Owner’s Permitted Use; or

### the period that may be required by any governmental authority having jurisdiction, if shorter than forty-five (45) days.

# **Insurance**.

## Required Policies. As partial consideration for the delivery of electricity under this Lease and throughout the Term of this Lease, Homeowner shall obtain, maintain and keep in force general liability and property insurance for the full replacement value of the Solar Facility, Premises and Property, in addition to any more stringent requirements imposed by the local electric utility or the interconnection agreement. To the extent possible under the insurance policy, including through the obtaining of applicable endorsements if necessary, Homeowner’s respective insurance policies shall include customary waiver of subrogation provisions. Homeowner shall not be entitled to the proceeds of any property insurance claim for damage or destruction of the Solar Facility, and Homeowner shall assign any and all rights to such proceeds to Solar Owner. Solar Owner’s rights to such proceeds and assignment shall survive the expiration and termination of this Lease. Prior to the commencement of any installation of equipment, Homeowner shall provide to Solar Owner a certificate of insurance of such coverage in which Solar Owner is named as an additional insured. If Homeowner fails to provide such evidence in advance of installation activities, or maintain such coverage following the start of installation and during the Term of this Lease, Solar Owner may procure such policies and Homeowner shall promptly reimburse Solar Owner therefor, provided that Solar Owner shall cancel such policy upon Homeowner’s procurement of the required coverage. Homeowner shall be responsible for all deductibles as to losses covered by the property insurance. Solar Owner shall carry reasonable and adequate commercial general liability insurance and worker’s compensation insurance, and Solar Owner shall provide to Homeowner a certificate of insurance of such general liability coverage in which Homeowner is named as an additional insured.

# **Events of Default**.

## Regardless of Party, each of the events of default set forth below is an “**Event of Default**” hereunder.

### *Breach of Representation or Covenant*. A Party materially breaches any of the representations, warranties, covenants, agreements or conditions contained in this Lease and such default is not cured within thirty (30) days after notice thereof in writing from the non-defaulting Party.

### *Bankruptcy*. A Party (i) files a petition in voluntary bankruptcy or under Chapter VII or XI of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a stay of involuntary proceedings within ninety (90) days after the involuntary petition is filed, or (ii) is adjudicated as bankrupt or a trustee or receiver is appointed for it or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of its property or the majority part thereof in any involuntary proceeding for reorganization, dissolution, liquidation or winding up, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within ninety (90) days.

### *Assignment for the Benefit of Creditors*. A Party makes an assignment for the benefit of its creditors.

### *Foreclosure.* Foreclosure proceedings are filed involving the Property.

# **Remedies Upon Default.**

## Homeowner’s Remedies Upon Default. Upon the occurrence of an Event of Default by Solar Owner, Homeowner shall be entitled to (i) terminate this Lease by giving written notice of termination to Solar Owner, in which event Solar Owner shall surrender the Premises to Homeowner, and will, as directed by Homeowner, decommission and remove the Solar Facility as set forth under Section 4(b) or, if Homeowner exercises the Purchase Option right pursuant to Section 8(a), transfer title to the Solar Facility. If Solar Owner fails to so surrender the Premises, decommission and remove the Solar Facility within thirty (30) days of the Event of Default, then Homeowner may, without prejudice to any other remedy it has for possession of the Premises or other damages, take possession of the Solar Facility, expel or remove Solar Owner and any other person occupying the Premises or any part thereof, in accordance with Applicable Laws, and decommission and remove the Solar Facility with costs of removal to be reimbursed by Solar Owner.

## Solar Owner’s Remedies Upon Default. Upon the occurrence of an Event of Default by Homeowner, Solar Owner, may, at its option and without any obligation to do so, other than those obligations created in this Lease, elect any one or more of the following remedies:

### cease the delivery of electricity from the Solar Facility to the Homeowner’s electricity meter;

### terminate this Lease and decommission and remove the Solar Facility pursuant to Section 4(b), and such decommissioning and removal shall be at Homeowner’s sole cost and expense;

### cure such Event of Default and recover the costs thereof from Homeowner;

### recover from Homeowner the following foreseeable and actual damages arising from the Event of Default: (A) penalties, claw backs, and fees incurred by Solar Owner or its affiliates resulting from the termination or Event of Default, and (B) revenue to Solar Owner expected over the remainder of the then-present Term, including revenues arising from the sale of Environmental Attributes or Incentives; and/or

### pursue any other remedy now or hereafter available at law or in equity.

# **Limitations of Liability.**

# **SOLAR OWNER IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, DAMAGES FROM POWER INTERRUPTION, OR LOSSES RELATING TO THIS LEASE, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SOLAR OWNER’S LIABILITY UNDER THE LEASE EXCEED THE COST OF THE SOLAR FACILITY.**

# **HOMEOWNER SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SOLAR OWNER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM HOMEOWNER’S NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE HOMEOWNER TO INDEMNIFY SOLAR OWNER FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

# **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOLAR OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.**

# **Force Majeure**. Solar Owner’s obligations under this Lease shall be suspended, and any applicable time periods set forth herein tolled when Solar Owner’s performance under the Lease is rendered substantially commercially impracticable or impossible by an Event of Force Majeure. “**Event of Force Majeure**” means any of the following: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; the failure of a governmental authority to issue any Governmental Approvals within a required or customary period; or a national pandemic evidenced by declaration by the United States government, provided that Homeowner has taken all reasonable steps to seek to avoid or mitigate such event or its consequences.

# **Applicable Laws**. In this Lease, “**Applicable Laws**” shall mean all applicable federal, state, county, local or municipal laws, rules, regulations, ordinances, directives, orders, covenants, easements, zoning and land use regulations and restrictions of record, enacted, adopted, issued or promulgated by any governmental authority, now in effect or which may hereafter come into effect, without regard to specific use.

# **Recording**. The Parties agree to execute a Memorandum of Lease, in substantially the form set forth in Exhibit C, which Solar Owner may record with the appropriate recording officer, at Solar Owner’s sole discretion. Additionally, Homeowner hereby authorizes Solar Owner to file a UCC financing statement with the appropriate jurisdiction to identify the Solar Facility as the personal property of Solar Owner and disclaim the Solar Facility as a fixture.

# **Governing Law**. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of XXXX, without giving effect the conflicts of laws principles thereof. In any litigation or cause of action arising hereunder, each party shall be responsible for its costs and attorneys’ fees.

# **Notices**. All notices, communications and waivers under this Lease shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by priority or certified mail, return receipt requested or (c) sent by electronic mail, in each case to the applicable addresses on the Cover Sheet of this Lease.

# **Assignment.** This Lease may not be assigned in whole or in part by either Party, except as noted below, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Solar Owner may assign this Lease to a third-party purchaser of the Property or an affiliate of the Solar Owner.

# **Survival.** The obligations under Sections 4(b), 8, 10 (right of Solar Owner to insurance proceeds), 11, 12, 15, 17, 18 and 19, and any other provisions of this Lease that, by their nature and context, are intended to survive termination of this Lease, shall survive the expiration or termination of this Lease.

**Exhibit B**

**PROPERTY, PREMISES AND SITE PLAN**

1. The real property is situated in the County of [COUNTY], State of [STATE] and legally described as follows:

[INSERT LEGAL DESCRIPTION OF PROPERTY]

Address: [Address City, State ZIP ]

DESCRIPTION OF SOLAR FACILITY

1. The Solar Electric Generating System will consist of the following components:
* XX solar electric modules rated at XXXXX Watts.
* Factory-approved rigid metal mounting system and ballasts.
* Electrical components including conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar electric modules and interconnect with the existing electric panel.
* XXXX UL listed and approved DC/AC inverters. XXXXX.
* Monitoring equipment and web-based remote system monitoring. Homeowner is responsible for bringing and providing internet service at the installation location (typically the home’s electrical panel).

**Exhibit C**

# **FORM OF MEMORANDUM OF SITE LEASE**

This is a Memorandum of Lease (“Memorandum”) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Solar Owner”), having a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a residential property owner, having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Homeowner”).

1. Grant of Lease; Term.
	1. Pursuant to a certain Solar Lease Agreement dated as of Effective Date, by and between the Solar Owner and Homeowner (“Lease”), Homeowner has leased to Solar Owner and Solar Owner has leased from Homeowner certain rentable roof space on real property located \_\_\_property address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises”) as further described in the Appendix attached hereto and made a part hereof.
	2. Homeowner has leased the Premises to Solar Owner effective as of Effective Date and expiring on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Homeowner has leased the Premises to Solar Owner subject to the provisions of the Lease, the provisions of which are incorporated herein reference herein.
2. Purpose. It is expressly understood and agreed by all parties that the sole purpose of this Memorandum is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Solar Owner and Homeowner with respect to the Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns. As between Solar Owner and Homeowner, all equipment installed by Solar Owner on the Premises is deemed personal property of Solar Owner.
3. Governing Law. This Memorandum shall be governed by and construed and interpreted in accordance with the laws of XXX.
4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

Solar Owner:

COMMUNITY HOUSING NON PROFIT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: JOHN DOE

Title: NON PROFIT DIRECTOR

Homeowner #1: Homeowner #2 (if needed):

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HOMEOWNER SIGNATURE PAGE TO**

**MEMORANDUM OF ROOFTOP LEASE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Residential Solar Lease to be duly executed on the day and year first above written.

**HOMEOWNER**:

By: \_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ 202\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of individual homeowner).

Notary Public

.

**HOMEOWNER SIGNATURE PAGE TO**

**MEMORANDUM OF ROOFTOP LEASE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Residential Solar Lease to be duly executed on the day and year first above written.

**HOMEOWNER**:

By: \_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ 202\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of individual homeowner).

Notary Public

Appendix

[INSERT LEGAL DESCRIPTION OF PROPERTY]

**Exhibit D**

**Workmanship warranty terms**

Workmanship Warranty offered by System Owner to Homeowner under this agreement are as follow**:**

**Warranty will be serviced by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Phone for warranty service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Email for warranty service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

XX-year workmanship warranty offered by {INSTALLER} “Installer”; Warranty to be exercised by System Owner or their representative agent.

**General terms**

Solar modules

* XX-y ear product warranty offered by {MANUFACTURER} “Manufacturer”; Warranty terms defined by Manufacturer and exercised by System Owner or their representative agent.
* XX-y ear power production warranty offered by {MANUFACTURER} “Manufacturer”; Warranty terms defined by Manufacturer and exercised by System Owner or their representative agent.

Solar inverter(s)

* XX-y ear product warranty offered by {MANUFACTURER} “Manufacturer”; Warranty terms defined by Manufacturer and exercised by System Owner or their representative agent.

{GENERAL TERMS WARRANTY LANGUAGE}

**Roof Penetrations**

{ROOF PENETRATION WARRANTY LANGUAGE}