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SOLAR ELECTRIC INSTALLATION CONTRACT

Vincent Koch			
Customer Name			
4528 County Road 252		Lake City, FL 32025	
Service Address		City, State, Zip	
2392655506		ivy5431911@aol.com	
Phone		Email Address	
MISSING			
Electric Utility Company			
9.855 kW	Hanwha Q CELLS Q.PEAK DUO BLK-G10+ 365	Enphase Energy IQ7-60-2-US	27
System Size*	Solar Module Make/Type	Inverter Make/Type	Module Count
Battery Count	Battery Make/Type	Cost of Battery	

Payment Schedule and Third-party Financing: Your payments will become due as indicated below. The "Total Amount Payable to Momentum Solar" shown below reflects only the amount we charge for the PV System (as defined below) and installation, not including any applicable sales tax. If you choose to obtain financing from a third-party finance company, your payment schedule and total amount owed will be set out in your agreement with the third-party finance company and may include finance charges. You should read that agreement carefully to understand your repayment obligations. We are not your lender. The terms of any financing you obtain from a third party, including the amount and timing of your payments and any finance charges imposed, are solely determined by your third-party finance company. We are not affiliated with any third-party finance company.

TOTAL AMOUNT PAYABLE TO MOMENTUM SOLAR: \$47,796.75 (PLUS ANY APPLICABLE SALES TAX)

FINANCED BY DIVIDEND FINANCE

SCHEDULED PAYMENT	AMOUNT	TIME DUE
Refer to your agreement with Dividend Finance for a description of your payment obligations, including your payment schedule and total of payments (including any finance charges).		
TOTAL AMOUNT PAYABLE TO MOMENTUM SOLAR:	\$47,796.75	
Optional Down Payment:	\$0.00	
Upfront Rebate (if applicable):	\$0.00	
Total Loan Amount:	\$47,796.75	



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You acknowledge that, regardless of whether you obtain financing from a third party, we require payment in full upon completion of the installation (and required inspections) and that we are not extending credit to you in connection with this transaction.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Pro Custom Solar LLC d/b/a Momentum Solar is a certified solar contractor (Cert. # CVC57036) with the Department of Business Professional Regulation.

General Terms and Conditions

Definitions: In this agreement, the terms "customer", "owner", and "you" refer to the customer identified above, and the terms "contractor", "us" and "we" refer to Pro Custom Solar LLC d/b/a Momentum Solar and its employees, agents and subcontractors, as applicable. The term "agreement" or "contract" refers to this agreement between you and us and any change orders signed by you and us. "PV System" means the solar panels and related parts and the system of solar energy generation described above.

Scope of Work: We agree to sell and install the PV System on your real property. We will not provide, or arrange for, architectural/engineering services or structural changes to dwellings or buildings unless we expressly agree to do so in a separate writing signed by us. We have the right to determine the method, details, and means of performing the work. We will obtain the necessary building and electrical permits and ensure code compliance. You agree to cooperate with us to obtain these permits and meet code compliance. You are solely responsible for obtaining, at your own cost and expense, any and all zoning variances required by any municipality or local governing body. We will not obtain a zoning variance for you unless we expressly agree to do so in a separate writing signed by us.

Change Orders: Any change to the work or the installation schedule that you or we request will be set out in a written change order signed by both you and us. You agree that a change order may result in a change to the terms of the agreement between you and us, including but not limited to, the contract price and the anticipated installation schedule. If you request, in writing, a change to the scope or performance of the services provided under this agreement, then we will provide you with a written change order for your approval within a reasonable time after such written request. You agree that we may issue a change order if a Force Majeure Event (as defined below) occurs that changes or impairs our ability to perform under the current terms and conditions of this agreement. All change orders, including a change order resulting from a Force Majeure Event, must be approved in writing by you within a reasonable time after receipt, and you agree not to unreasonably withhold your approval of any change order.

Time Period: We anticipate beginning work under this agreement within fourteen (14) days after we receive all required paperwork from the applicable state, utility, and municipality. We anticipate that we



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will complete the work within thirty (30) days after we begin. This is our best estimate and is subject to change according to various factors outside of our control. We are not responsible for delays resulting from any Force Majeure Event (as defined below).

Force Majeure: We will not be liable to the you for any failure or delay in performance under this agreement caused by events beyond our control including, without limitation: negligence or delay by any governmental entity or utility company; your noncompliance with this agreement; your failure to furnish necessary information or furnishing of incorrect information; legal encumbrances on your property; your property's non-conformance with building codes or zoning requirements; your credit rating or financing arrangements; acts of God, nature, government or any third parties; war or acts of terrorism; labor strife or disputes; shortages of labor, fuel, raw materials or equipment; technical failures; accidents; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; or hidden or unforeseen physical or hazardous conditions, including but not limited to, environmental hazards such as mold, asbestos, and lead paint (each, a "**Force Majeure Event**").

Your Responsibilities: You agree to pay us for merchandise delivery and/or installation of the PV System according to the terms and conditions of this agreement. If your service address is subject to any easements, covenants or other legal encumbrances that could affect the Installation, you agree to notify us in writing, including by electronic mail or by certified mail, within five (5) business days of your becoming aware of the encumbrance or prior to our beginning work, whichever is earlier. You agree to ensure that work areas are free of preexisting hazards, including, but not limited to unsafe physical conditions or environmental hazards and building/zoning code violations. You agree to allow us access to work areas during work hours. If you have a security system, you agree to ensure that it does not interfere with installation. You agree not to allow unattended minors at the service address while we are performing the installation. You agree to control pets and keep them away from work areas. You agree that, if anyone under your control interferes with or delays installation, you may be subject to transportation and/or storage charges or other resulting charges.

Payments: All payments must be made in cash, by credit card, or by check(s) made payable to "Momentum Solar" as specified in this agreement. Any payments you owe under your agreement with the third-party finance company must be made in accordance with the terms of your agreement with them.

Failure to Pay: You will be in breach of this agreement if you fail to make any scheduled payment on time, in full, and otherwise in accordance with this agreement. If we have not received the full amount of any scheduled payment within ten days after the scheduled due date, you will incur a late fee equal to one percent (1%) of the unpaid amount due. If the installation is not completed when the breach occurs, we reserve the right to suspend all work until all past-due amounts have been paid in full. If the PV System is in operation when the breach occurs, we reserve the right to remotely shut off the PV System until all past-due amounts have been paid in full. Subject to applicable law, we may also pursue amounts you owe us through legal action, which may include perfecting or enforcing a lien against your property or the PV System. If we take legal action to enforce this agreement, you agree, to the maximum extent permitted by applicable law, to pay reasonable attorney's fees and costs we incur before and after judgment and any other costs permitted under applicable law. If you fail to pay your third-party finance company pursuant to the terms of your agreement with them, you may be subject to any of the terms and remedies set forth in that agreement. Please consult that agreement to determine your liability and rights regarding the third-party finance company.

Inspection of System: You agree to allow us, our designees, and any state or local governmental authority or utility company to inspect the PV System at the service address.

Cancellation by Customer: If you cancel this agreement at any time after the cancellation period described in this agreement or otherwise prevent us from completing the installation, you agree to



reimburse us in full for the cost of materials, labor, and services provided up to the date and time of cancellation.

Termination by Momentum: Prior to beginning design and permitting work, we will perform a physical assessment of the installation site, including suitability of the existing electrical panel and wiring, roof condition and shading of the intended location of the PV System to verify the suitability of the site for the PV System. If we determine that existing site conditions will not allow for installation of a PV System as described at the top of page 1, we may terminate this agreement if you and we are unable to agree to modifications needed to provide for additional work needed to make the site suitable for the PV System. If we do so terminate this agreement, we will refund your initial deposit in full. We may also terminate this agreement after completion of our site assessment without further obligation if either (a) you breach this agreement, or (b) we discover or become aware of: (i) previously undisclosed legal encumbrances or easements affecting the service address, (ii) building/zoning code violations at the service address, or (iii) hidden or unforeseen hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions not disclosed to us.

Component Manufacturer's Warranty: The manufacturers of certain of the PV System's major components warrant their components against certain defects. We have provided you with copies of all manufacturer's warranties which govern your rights to seek a remedy from the respective manufacturer with respect to covered defects.

Limited Warranty: You agree to contact us in writing, including by electronic mail or by certified mail, with any problems or issues with the installation as soon as possible, but in any event within thirty (30) days from the date you become aware of such problem. We will take reasonable measures to remedy or otherwise resolve the problem within thirty (30) days after we receive your notice. You agree and acknowledge that our limited warranty covers the installation only for a period of ten years. The limited warranty does not apply if: (1) you fail to notify us of the problem within thirty (30) days, or (2) it is reasonably determined, upon inspection, that any of the following conditions caused the need for service: (a) damage resulting from accidents, acts of God, alterations or misuse; (b) your failure to properly follow the operating instructions; (c) damage caused by animals; (d) alterations to your premises; or (e) alterations to the PV System made at your request, or made necessary by a change to your premises, damage to your premises; or any other cause beyond our control. The PV System includes a monitoring platform that allows us to remotely access performance information for the purpose of assessing the source of performance issues that need to be remediated. Additionally, we warrant that any penetrations of your roof used in the installation will not leak for a period of five (5) years. The limited roof penetrations warranty does not apply if: (1) you fail to notify us of the problem within thirty (30) days, or (2) it is reasonably determined, upon inspection, that any of the following conditions caused the need for service: (a) damage resulting from accidents, acts of God, alterations or misuse, (b) damage caused by animals; (c) alterations or damage to your premises; or (d) any other cause beyond our control.

NO OTHER WARRANTIES: THE "LIMITED WARRANTY" RELATING TO OUR INSTALLATION OF THE PV SYSTEM OR "COMPONENT MANUFACTURER'S WARRANTY" RELATING TO THE VARIOUS COMPONENTS OF THE PV SYSTEM PROVIDED BY THE APPLICABLE MANUFACTURER, ARE THE WARRANTIES PROVIDED UNDER THIS AGREEMENT. WE MAKE NO GUARANTEE OR WARRANTY OF ANY KIND THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE PERFORMED OR THE SYSTEMS PROVIDED UNDER THIS AGREEMENT.

LIMITATION OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE US FROM ALL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL,



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CONSEQUENTIAL OR PUNITIVE DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Binding Nature: This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of each party.

Entirety of Contract; Modification; Waiver: This agreement constitutes the complete agreement between you and us concerning the subject matter of this agreement and supersedes and cancels any and all prior communications, representations, and agreements between you and us, whether written or oral, with respect to the subject matter of this agreement. This agreement may not be amended or modified unless in writing and executed by you and us. The rights and remedies of both parties under this agreement are cumulative and not alternative. No waiver of any breach or failure to enforce or insist upon performance any of the provisions of this agreement by either party at any time will in any way affect, limit or waive such party's right to enforce and compel strict compliance with every provision of this agreement.

Severability: The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect.

Assignment: Neither party may assign, transfer or delegate any or all of its rights or obligations under this agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that (a) the contractor may assign this agreement to any of its affiliates or to a successor of all or substantially all of the contractor's assets through merger, reorganization, consolidation or acquisition and (b) such consent is not required for an assignment (absolute, collateral or otherwise), pledge of, or grant of a security interest in, a right to payment under this agreement by either party.

Dispute Resolution: In the event of a dispute, both you and we have the right to have the dispute resolved in a court of law. In this dispute resolution provision, you and we are agreeing to limit that right. If you have any dispute with us or if we have any dispute with you, then both you and we must seek resolution of the dispute in either arbitration or small claims court. If your dispute cannot be resolved in small claims court for any reason, then you must seek resolution of your dispute in arbitration. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location of your choice within your home state. The rules of the arbitration provider will apply. This dispute resolution agreement does not alter any substantive rights that you may have under state or federal law. By signing below, you agree to comply with this dispute resolution provision, which describes both your and our only procedure for resolving any dispute. Only the arbitrator, not any federal, state, or local court or agency, has the authority to interpret this provision or determine its applicability or enforceability. If any provision of this dispute resolution provision is found to be unenforceable for any reason, such provision will be severed and the remainder of this dispute resolution provision will continue in full force and effect. You understand and accept that arbitration awards are subject to challenge only in limited circumstances.



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Class Action Waiver: ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR MOMENTUM MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. By initialing here, you agree to the terms of this paragraph:

Customer Initials:

DS
VZ

Transfer of Title: The title of the equipment will pass to you upon the delivery of the equipment to your property, or any storage facility you designate. Until the equipment has been delivered and signed for by you or your agent, we retain the title for the equipment.

Governing Law: This agreement shall be governed by and construed in all respects in accordance with the laws of the State of Florida as they apply to a contract entered into and performed in that state.

Taxes: You acknowledge and understand that you are responsible for any and all taxes that arise under this agreement, including, but not limited to, sales and use taxes. You agree to execute any certificate or other applicable documents relating to sales or use tax exemptions to ensure that you or we, as applicable, may claim exemption from paying or collecting any sales or use tax that arises under this agreement. You agree to pay all applicable sales or use taxes if such taxes are determined to be due at any time before or after the termination or expiration of this agreement. Momentum Solar and its affiliates do not provide tax, legal or accounting advice. Any discussions between you and your sales representative regarding federal, state or local tax incentives or rebates ("Tax Incentives") has been for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. Momentum Solar makes no representations, warranties, or assurances as to the accuracy, currency or completeness of the content of your discussion regarding Tax Incentives. You should consult your own tax, legal and accounting advisors regarding the applicability to you of any Tax Incentives.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND. PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, 2601 BLAIR STONE RD., TALLAHASSEE, FL 32399, (850) 487-1395.



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Acceptance and Authorization: By signing below, you authorize us to perform the installation. Except as set forth in this agreement, you agree there are no oral or written representations or inducements, expressed or implied, any way conditioning this agreement, and we expressly disclaim their existence. By signing this agreement, you acknowledge that you have read and understand this agreement or have had a competent legal representative explain its terms, and hereby accept this agreement in its entirety. You further acknowledge receiving a complete copy of this agreement.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Customer Signature:

**Pro Custom Solar LLC
d/b/a Momentum Solar:**

DocuSigned by:

Vincent Koch

01/03/23

A4246D1C2FBF4B5...
Vincent Koch

Date

Sung Lee

01/03/2023

Sung Lee
Chief Financial Officer

Date



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Notice of Cancellation

Date of Transaction: 01/03/23

You may CANCEL this transaction, without any Penalty or Obligation, within THREE 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, or send an email, to Momentum Solar, 3096B Hamilton BLV, S. Plainfield, NJ, 07080 (1-888-666-3688), CancelRequest@MomentumSolar.com, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER 01/03/23.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Buyer's Signature: _____



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Notice of Cancellation

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Date: _____

Buyer's Signature: _____



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Attachment 1

Mandatory Liability Insurance Obligation

The Florida Public Service Commission, pursuant to Section 120.54, Florida Statutes, has adopted Rule 25-6.065, Florida Administrative Code, relating to interconnection and net metering of customer-owned renewable generation. Section (5)(e) requires that the owner of a Tier 2 renewable generation system have general liability insurance for personal and property damage of \$1 million. A Tier 2 renewable generation system is one that is 11.76 kW (dc) or 10.0 kW(ac) or larger.

Your local utility has interpreted this to mean that, in order to interconnect your solar generation system to the local utility grid (and for it to function and provide you with the electricity it generates), **you will have to provide proof that you have \$1 million of general liability insurance as part of the application for interconnection with their system.**

By initialing here, you acknowledge that you understand the terms of this paragraph and the implications if you fail to provide and maintain proof of this insurance:

Customer Initials:

DS
Vzk

Alternatively, an owner of a Tier 2 renewable generation system may self-insure this \$1 million if it can demonstrate to the utility that the owner has sufficient financial means to cover a potential \$1 million obligation. As part of the interconnection process, your local utility will let you know what information it needs from you to make this determination and the timeline for such determination.

Failure to provide proof of such insurance or to obtain approval from the interconnecting utility to allow you to self-insure will result in a denial of your request to interconnect your system or, if interconnected, the termination of such interconnection. **Without this interconnection, your system will not operate, you will not be able to offset any electricity used in your home and you will not be able to obtain any benefits of net metering any extra energy your system produces.**

By initialing here, you acknowledge that you understand the terms of this paragraph and the implications if you fail to provide either the proof of insurance or the local utility's approval to self-insure instead of providing this insurance:

Customer Initials:

DS
Vzk