



## **Contact Information**

### **Customer Support:**

**Phone:** 1(832)209-8920

**Sales Rep Name:** Jordan Pili

**Email:** Support@luminate.solar **Sales Rep Phone:** 3859854394

### **How can I receive updates on my solar project?**

**Answer:** The best way is to email customer support for a project update at [Support@luminate.solar](mailto:Support@luminate.solar) or call the sales support line listed above

HOME IMPROVEMENT CONTRACT: THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS FOR THE PURCHASE AND INSTALLATION OF A SOLAR SYSTEM. **THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FLORIDA UNIFORM ARBITRATION ACT AND THE FEDERAL ARBITRATION ACT.**

### **Buyer's Information**

**Customer Name:** Roosevelt Sheppard

**Property Address:** 228 SW Pilots Way

**City, State, Zip:** Lake City, FL 32024

**Phone Number:** (386) 292-2483

**E-mail Address:** maceo.sheppard@yahoo.com

**Total System Size** 6.15 kW Additional Scope of Work Type: \_\_\_\_\_

**Total System Cost:** \$73,725.00 Additional Scope of Work Cost: \_\_\_\_\_

**Contractor: Luminate Energy FL LLC**

**Contractor's License # EC13013959**

*I, the undersigned Buyer, acknowledge that I have read this Contract and I understand and agree to be bound by the terms contained herein. I further acknowledge the receipt of a form entitled "Notice of Right to Cancel." I confirm that I am the owner of the Premises defined in this Contract and that I have the right to enter into this Contract.*

**Buyer Signature(s):** *Roosevelt Sheppard*  
bddfd32a0eab9c627af10ed157862fe862197c7a2c68cc672c

**Buyer Signature Date:** October 25, 2024

**Full Name(s):** Roosevelt Sheppard

**Sales Agent Signature (as Authorized Signer on behalf of Luminate Energy FL LLC):**

*Jordan Pili*

3011643e0345b03012a46992338521c9b55eefe5bf6063524

**Sales Agent Full Name:** Jordan Pili

**Sales Agent Phone #:** 3859854394

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction by mailing the Notice of Cancellation

See the attached Notice of Cancellation form for further explanation of this right.

**Address: 6706 Bourgeois Road Houston, Texas 77066**

## **SOLAR HOME IMPROVEMENT CONTRACT**

The Home Improvement Contract ("Contract") is made between Luminate Energy FL LLC ("Contractor") and the signatory owner(s) of the premises identified in the Buyer's Information Section ("Premises") of this Contract (collectively hereinafter "Buyer" or "You") as of the date of the Buyer's signature on the preceding page. Contractor is hereby authorized by Buyer to furnish all necessary equipment, materials, labor and workmanship to install and construct a solar system on the Premises ("Solar System"), pursuant to the terms and condition of this Contract. The General Terms and Conditions attached hereto as **Exhibit A** are an integral part of the Contract and are hereby incorporated as part of the Contract.

**You are entitled to a completely filled in copy of this Contract, signed by both you and the Contractor, before any work may be started. This Contract is not valid until signed by both Buyer and an authorized representative of the Contractor.**

**NOTICE TO CUSTOMER: YOU, THE CUSTOMER, MAY CANCEL THIS CONTRACT AT ANY TIME NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT SO LONG AS YOU COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT FOR CANCELLATION OF THE SAME. SEE EXHIBIT B.**

**Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.** The project description, including a description of the project and a description of the significant materials to be used and equipment to be installed, is attached in the Site Plan, attached hereto as Exhibit C ("Site Plan") and the Project Description and Equipment List, attached hereto as Exhibit D ("Equipment List").

**Installation services.** Contractor shall install the ("Installation Services") Solar System described in the Site Plan and the Equipment List. Installation Services includes the installation of all necessary elements of the Solar System, including modules/panels, inverters, and racking (as itemized in the Site Plan and Equipment List).

**Contract Price.** The Contractor hereby undertakes to provide the Installation Services specified herein for \$ 73,725.00 ("Contract Price").

**Down-payment.** If the project is financed, the Contractor will receive funds from the financing company pursuant to agreement with the financing company. If Buyer elects to pay cash for their Solar System, \$1,000 or ten percent of the Contract's price above, whichever is less, is due at signing of this agreement and the remaining portion is due the day of Installation. **THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR TEN PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS**

**List of Documents to be Incorporated into the Contract:** the Contract includes these three pages, the preceding three cover pages, the Exhibits (the General Terms and Conditions, the Notice of Cancellation, the Site Plan and the Equipment List), and any other documents expressly made a part of this Contract.

**Note About Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**Notices:** A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract. See Exhibit A.

### **MECHANICS LIEN WARNING:**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice .' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**Information about the FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL AND REGULATION:** FBPR is the state consumer protection agency that licenses and regulates construction contractors in Florida.

Contact FBPR for information about the licensed contractor you are considering , including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to FBPR.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years ), FBPR as authority to investigate the complaint. If you use an unlicensed contractor, FBPR may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information you may contact the Florida Department of Business and Professional Regulation, 2601 Blair Stone Road Tallahassee, FL 32399-1027, 1-850-487-1395, [www2.myfloridalicense.com](http://www2.myfloridalicense.com)

#### **REQUIRED DISCLOSURE:**

This contract is subject to Chapter 27 of the Florida Property Code . The provisions of that chapter may affect your right to recover damages arising from construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract , you must provide the notice required by chapter 27 of the Florida Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Florida Property Code and must describe the construction defect . If requested by the contractor , you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Florida Property Code.

**Exhibit A**  
**GENERAL TERMS AND CONDITIONS**

**NOTICE OF RIGHT TO CANCEL.** IF YOU DECIDE YOU DO NOT WANT THE GOODS OR SERVICES CONTEMPLATED HEREIN, YOU MAY CANCEL THIS CONTRACT BY SENDING THE WRITTEN NOTICE ATTACHED HERETO AS **EXHIBIT B** TO THE CONTRACTOR IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH BELOW AND IN **EXHIBIT B**. THE NOTICE MUST STATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE RECEIVED BEFORE MIDNIGHT OF THE THIRD (3th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. THE NOTICE MUST BE DELIVERED, MAILED OR SENT VIA E-MAIL TO:

**Email:** [Support@luminate.solar](mailto:Support@luminate.solar)

**Corporate Address:** 6706 Bourgeois Road Houston, Texas 77066

**LIMITED AUTHORITY OF INDEPENDENT CONTRACTORS . ANY SALES REPRESENTATIVE OR CONSULTANT WHO SELLS THE CONTRACTOR 'S GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO THE SOLAR SYSTEM, TO CUSTOMERS IN THEIR HOMES OR BUSINESSES, AS WELL AS ANY INDEPENDENT PERSON OR ENTITY WHO INSTALLS OR REPAIRS THE CONTRACTOR 'S GOODS OR SERVICES , ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF THE CONTRACTOR . AS SUCH, THESE INDEPENDENT CONTRACTORS ARE NOT AUTHORIZED TO PROMISE OR OFFER YOU ANYTHING THAT WOULD CONTRADICT OR CHANGE THE EXPRESS TERMS AND CONDITIONS OF THIS CONTRACT , AND THE CONTRACTOR WILL NOT HONOR ANY SUCH VERBAL PROMISES UNLESS SPECIFICALLY AGREED TO BY CONTRACTOR IN WRITING.**

**Buyer's Acknowledgment . Buyer hereby acknowledges that the technicians and installers who will provide Installation Services are independent contractors and/or are the employees of an entity that is an independent contractor. Buyer further acknowledges that such technicians and installers, and the entity by whom they are employed, are not employees or agents of the Contractor.**

**Failure to Pay.** In the event the Buyer fails to make payment when it is due, the Buyer shall be considered to be in default of this agreement and Buyer shall pay a late fee of one and one half percent (1.50%) per month of the balance due, which shall accrue every thirty (30) days on the past due balance . In the event of Buyer 's default , Contractor shall have the right, at Contractor 's sole discretion, to take any of the following actions (or, alternatively, avail itself of any other remedies or actions available to it): (a) provide to Buyer a payment plan with interest and a term no longer than twenty-four (24) months; (b) file a mechanic's lien against the Buyer and the

Buyer's real property; (c) enter upon Buyer's property and repossess the Solar System; and/or (d) initiate legal or equitable action against the Buyer. In the event of Buyer's default on the payment requirements set forth herein, Buyer grants Contractor access to Buyer's real property for the purposes of repossessing the Solar System and associated appurtenances thereto. In case Buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting its business or property is instituted against Buyer, or if Buyer fails to pay Contractor's invoices when due, Contractor shall at its option, be free to curtail or discontinue its work on the project. In addition, Buyer shall be responsible and obligated to pay all costs and other expenses incurred by Contractor in the collection of Buyer's account, including costs, interest and reasonable attorney's fees.

**Payments.** Direct payments must be made by check payable to "Luminate Energy LLC." All returned checks shall be subject to bank fees issued by the Contractor's bank, plus a returned check service fee in the amount of thirty dollars (\$30.00 payable to Contractor). Buyer shall immediately pay the Contractor the full amount of the returned check, applicable late fees, all returned check fees and all other amounts due hereunder by a certified check only. The Contract Price of the Solar System may be paid in part by loans from a third party lender, funds from a local electric utility or a state agency. Buyer shall authorize all payments from these third parties to Contractor according to the schedule noted above. If any such third parties fail to pay any amount due hereunder, Buyer, upon demand from Contractor, shall immediately make such payment to Contractor.

**Scope of Work/Permits.** Contractor shall perform the installation of the Solar System specified in the Exhibits. Buyer acknowledges that Contractor does not provide, or arrange for or assume any responsibility for, architectural/engineering services or structural changes to dwellings or buildings unless otherwise noted in the Contract. Contractor shall have the right to determine method, details, and means of performing the work. Contractor and/or its subcontractor(s) shall obtain the necessary building and electrical permits ("Permits", and ensure code compliance associated with the installation of the specified Solar System. Buyer shall cooperate with Contractor and/or its subcontractor(s) to obtain the Permits and meet code compliance for the installation of the specified Solar System. Buyer shall be solely responsible, at the Buyer's own cost and expense, to obtain any and all necessary zoning permits/licenses, variances, special exceptions, easements, or any other governmental or non-governmental zoning-based requirements if required by Buyer's municipal, state, federal or local government or Buyer's property owners association or similar organization.

**Change Orders.** Change orders ("Change Order" become part of this Contract only once the Change Order is prepared in writing and signed by the parties prior to the commencement of work

covered by the Change Order. Buyer may not require the Contractor to perform Change Order work without providing written authorization prior to the commencement of work covered by the Change Order. A Change Order is not enforceable against a Buyer unless the Change Order identifies the following in writing prior to the commencement of work covered by the Change Order: (1 the scope of work encompassed by the Change Order and (2 the dollar amount to be added or subtracted from the Contract. Contractor's failure to comply with the requirements of this paragraph does not preclude it from recovering compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**Timing of Installation.** Contractor shall begin installing the Solar System within ninety (90 days of signing this agreement. Buyer acknowledges that Contractor will obtain the Permits and install the solar system and consents that Contractor can begin construction, in its discretion, as soon as installation date is confirmed. Contractor may confirm the installation date with Buyer orally or in writing, including by email.

**Circumstances Justifying Delays in Installation.** Contractor is not responsible for delays resulting from events or conditions beyond its control including, but not limited to, delays occasioned by Change Orders, incorrect information provided by the Buyer, legal encumbrances on Buyer's property, Buyer's non-conformance with building codes or zoning requirements, or Buyer's inability to obtain financing of the Contract Price. In addition, Contractor shall not be liable to the Buyer for any failure or delay of performance of this Contract caused by events beyond Contractor's control, including, but not limited to, the Buyer's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, labor strife, fuel, raw materials or equipment, technical failures, acts of God, war or terrorism, acts of nature, acts of government or any third parties, hidden/unforeseen/unanticipated site conditions, hazardous physical conditions of the Premises, including, but not limited to, environmental hazards such as mold, asbestos, and lead paint, roof condition and structure, subsurface conditions, underground or aboveground water, gas or severed pipes, electrical or cable lines or transformers, or any other physical or material hindrance to the installation of the Solar System. Buyer and Contractor agree that a definite completion date will not be of essence for the purpose of this Contract.

**Change Orders for Unforeseen Costs.** If the Contractor discovers unforeseen conditions requiring additional cost, Contractor shall present such costs to Buyer through a Change Order and receive Buyer's written approval before beginning or continuing installation.



**Contractor's Responsibilities.** The Contractor shall complete the installation project in a workmanlike manner. The Contractor will not start, conduct, alter, or finish Installation Services except in accordance with applicable laws and regulations.

**Buyer's Responsibilities.** The Buyer hereby shall pay Contractor according to the terms and conditions of this Contract. If the Buyer's service address is subject to any easements, covenants or other legal encumbrances that could affect Installation Services, the Buyer shall inform Contractor of them prior to commencement of Installation Services. The Buyer further shall identify or otherwise disclose known sewer, pipes, underground and overhead power and other utility lines. The Buyer shall be solely responsible for identifying and marking property lines and, at Buyer's sole expense, removing all items that would interfere with the Solar System, including, but not limited to trees. The Buyer shall 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. The Buyer shall provide electrical power to, and as applicable, climate control in work areas. The Buyer shall not allow unattended minors at the service address while the Contractor is present. The Buyer shall keep posted permits on display at all times. The Buyer acknowledges that if anyone under the Buyer's control interferes with or delays installation, the Buyer shall be subject to transportation, storage or other resulting charges. Unless otherwise prohibited by law, Buyer shall permit the Contractor to place a sign in front lawn or other prominent location displaying the Contractor's name and contact information while the installation is taking place. The Buyer shall contact Contractor with any problems or issues with the installed system within thirty (30) days from the date the Buyer became aware of the aforesaid problem. Contractor will take reasonable measures to remedy or otherwise resolve the problem within sixty (60) days from the date that the Buyer's notice is received by Contractor.

**Site Access.** Buyer grants Contractor, and any of its subcontractors, agents, employees or independent contractors full permission to enter the site during the duration of the Solar System installation, and to use all necessary and convenient work areas in order to complete the installation. The Buyer shall ensure that if the Buyer has a security system it does not interfere with installation. Buyer shall control pets and keep them away from work areas. Buyer grants Contractor permission to access the site after the completion for the purposes of repair, inspection, or update of the Solar System.

**Inspection of System.** Buyer shall give permission and provide access to required government entities or any other entity or organization required to inspect the Solar System at the Premises.

**Suitability of Roof for Installation.** If the Solar System is to be installed on a residential roof, Buyer represents and warrants that the roof in question is suitable to receive the Solar System.

Buyer will comply with standard industry practices, including pre-site audit and structural inspection.

**Commercial General Liability Insurance (CGL.** This contractor carries commercial general liability insurance that can be provided upon request.

**Termination and Default.** Contractor may terminate this contract for any breach of this contract, material or non-material, for any failure of Buyer to agree to an appropriate Change Order, for any failure of the Buyer to pay the Contractor any amount due, for bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the installation process. Subject to the right of cancellation described in this Contract, in the event of any default of by the Buyer, Buyer will be responsible for all amounts or costs reasonably incurred by Contractor and Contractor will have the right to offset any such amounts against the down payment, in addition to any and all other remedies available.

**Liens.** Buyer grants to Contractor the right to file a UCC-1 on the Solar System installed under the Contract. Contractor shall release any and all liens after all payments due under the Contract are received. Notwithstanding the foregoing, upon satisfactory payment being made for any portion of the work performed, Contractor, prior to any further payment being made, shall furnish to Buyer a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Florida Building and Profession Codes.

**Buyer Interference.** In the event the Buyer refuses or prevents Contractor from installing or completing installation of the Solar System, Contractor shall be entitled to receive from the Buyer the costs of Contractor's labor, materials, overhead and a reasonable profit.

**Warranty.** All equipment in the Solar System is warranted to perform in accordance with the manufacturer's published specifications, provided the equipment is operated in accordance with the manufacturer's operating instructions. Standard manufacture warranty is 25 years.

**25 Year Roof Penetration Warranty.** Contractor warrants that anywhere roof incisions are made on the roof in order to install the Solar System will be covered on leaks on damages.

**25 Year Limited Workmanship and Installation Warranty.** Contractor warrants that the Solar System will be constructed and installed in a good workmanlike manner according to the standards of care and diligence generally practiced by solar engineering , construction , and installation companies when installing residential solar power systems of a similar size and type as the Solar System in the geographic region where Buyer's Property is located, and pursuant to (i good engineering design practices , (ii manufacturer 's instructions ,

(iii applicable law ( including local codes and standards, (iv required governmental approvals and permits, and (v applicable requirements of the local utility.

#### **LIMITATIONS OF LIABILITY AND WARRANTY.**

**(a CONTRACTOR WILL BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES SHALL IN NO EVENT EXCEED ONE MILLION DOLLARS. THIS WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER FLORIDA LAW , WHICH YOU SHOULD CONSULT . CONTRACTOR IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL , INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS CONTRACT , IN TORT OR CONTRACT , INCLUDING ANY NEGLIGENCE OR OTHERWISE.**

**(b EXCEPT AS EXPRESSLY PROVIDED HEREIN , CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION , EITHER EXPRESS OR IMPLIED , REGARDING THE SOLAR SYSTEM OR CONTRACTOR 'S OBLIGATIONS . THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THIS PRODUCT OR ITS PERFORMANCE, AND ANY AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.**

**Costs and Attorney's Fees.** If it is necessary for Contractor to collect amounts due hereunder through filing of a legal action or other legal means, Buyer shall pay all of Contractor's expenses, court costs, and its reasonable attorney fees, in addition to any other amounts all owed under applicable laws of Texas, but not limited to the costs of retaking and storing repossessed goods. All such costs shall be immediately due and payable by Buyer.

**Assignability.** The Buyer shall not, without the prior written consent of the Contractor, assign or sublet in whole or in part Buyer's interest or obligations under the Contract.

**Notices.** Notice by a party shall be given in writing, as set forth below, in order to be effective. Any oral arrangements, representations or agreements must be reduced to writing signed by both parties to be effective. Notice to Buyer shall be made at the address on the first page of this Contract. Notice to Contractor shall be made at the following address:

Headquarters Address:  
6706 Bourgeois Road Houston, Texas  
77066

Notices Shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom notice is to be given; (ii) within three (3) business days after mailing, if mailed to the party to whom notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g. Federal Express, if delivered by a private courier service to the party to whom notice is to be given, all charges prepaid; or (iv) when sent, if given by electronic format, but only if such notice is confirmed within twenty-four (24) hours by letter mailed or delivered in accordance with this Section. Parties may change their address for notices under this Contract by providing notice to the other party of the new address, in accordance with this Section.

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

**Severability.** If a court declares any provision of this Contract to be invalid, that provision will be deleted or modified, and the rest of the Contract will remain enforceable and must be fully performed (including, without limitation, the obligation to make payments).

**Waiver.** No delay or failure to enforce any provision of the Contract shall constitute a waiver or limitation of rights under this Contract.

**ARBITRATION OF DISPUTES. IF A DISPUTE ARISES OUT OF THIS AGREEMENT, THE PARTIES SHALL ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE THROUGH DIRECT NEGOTIATION, WHICH SHALL BE CONDUCTED IMMEDIATELY AND NO LATER THAN SEVEN (7 BUSINESS DAYS FROM THE INCEPTION OF THE DISPUTE. IF NEGOTIATION BETWEEN THE PARTIES DOES NOT RESOLVE THE DISPUTE, THE PARTIES AGREE THAT THEY WILL IN GOOD FAITH ATTEMPT TO SETTLE THE DISPUTE BY MEDIATION TO RESOLVE THE DISPUTE, THE PARTIES AGREE TO SUBMIT TO BINDING ARBITRATION BY A SINGLE ARBITRATOR SELECTED BY CONTRACTOR . IN ALL OTHER RESPECTS , THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION , EXCEPT THAT THE PROVISIONS OF THE TEXAS CODE OF CIVIL PROCEDURE, SHALL BE ADOPTED AND USED WITH RESPECT TO THE CONDUCT OF DISCOVERY PRIOR TO ANY SUCH ARBITRATION . CONTINUE TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT , WHICH ARE NOT AFFECTED BY THE DISPUTE , NOTWITHSTANDING THE EXISTENCE OF THE DISPUTE.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE**

**ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY FLORIDA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER ENCLOSED IN THE ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.**

*RS*

\_\_\_\_\_  
Buyer (initials)

*JP*

\_\_\_\_\_  
Contractor, by its authorized representative (initials)

**Authority.** The Buyer warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required to exercise that authority, and to lawfully authorize the undersigned signatory to execute this Contract, or any part thereof, and to **bind** the Buyer to its terms. If requested by Contractor, the Buyer shall provide Contractor with proof of the Buyer's authority to enter into this Contract within 15 days of receiving such request.

**Counterparts.** This Contract may be executed in multiple counterparts. Delivery of an electronically executed counterpart of a signature page to this document by facsimile or by electronic mail in portable document or comparable format (PDF shall be as effective as delivery of a handwritten executed original counterpart to this document for the purposes of its validity, enforceability and admissibility. The undersigned also agrees that his, hers or its respective electronic signatures and electronic transmissions (jointly, an "Electronic Signature", including via DocuSign or other similar method, shall be legally binding as to such signer in accordance with applicable law. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same document.

**Section Headings.** All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

**Entire Agreement.** This Contract, including its attachments and exhibits, sets forth the entire agreement between the Buyer and the Contractor.

**Subcontractor.** The parties hereby acknowledge and agree that Contractor may employ a subcontractor (or subcontractors for the installation of the Solar System, which such subcontractor(s) shall be selected by Contractor in its sole discretion. The Buyer agrees to allow Contractor's subcontractor(s) access to the Buyer's property for installation of the Solar System.

**Images and Marketing.** The Buyer will provide Contractor and its agents, employees and independent contractors with full access to the Buyer's property for the purposes of taking photographs, videos or other means of imaging or recording of Contractor's work on the Buyer's property. The Buyer further consents to Contractor's use of photographs, video, images or other means of recording taken of the Contractor's work for use in Contractor's marketing and/or promotional materials or to verify buyer understanding and consent.

**Translation.** Buyer acknowledges that Buyer has or has had the opportunity to have this Agreement translated into the Spanish language and that if it has been so translated, the English version shall control over the Spanish version. Buyer agrees, in any event to be bound by the terms of this Agreement.

**Cancel.** You may also cancel this transaction before installation of any parts of the photovoltaic system or adders, but will be required to pay for all work that has been done prior to cancellation in addition to either a \$5,000 restocking fee or 25% of the total loan amount, whichever is greater. 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 (10 DAYS) following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. 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 NINETY (90) business 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 obligation under the contract.



AVAILABLE TO THE CONTRACTOR , OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL, EMAIL, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO

Luminate Energy FL LLC

Attn: \_\_\_\_\_

6706 Bourgeois Road Houston, Texas 77066

Support@luminate.solar

**YOU, THE CUSTOMER, MAY CANCEL THIS CONTRACT AT ANY TIME NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE TRANSACTION DATE LISTED ABOVE.**

I HEREBY CANCEL THIS TRANSACTION.

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

\_\_\_\_\_ (Customer's Signature)

\_\_\_\_\_ (Customer's Printed Name)



**INTERCONNECTION AGREEMENT FOR MEMBER-OWNED RENEWABLE GENERATION SYSTEMS****FORM IGRG -1**

This Interconnection Agreement for Member-Owned Renewable Generation Systems ("Interconnection Agreement") is made this 25th day of October, 2022, by and between Clay Electric Cooperative, Inc. ("Cooperative") and Roosevelt Sheppard ("the Member") located at 228 SW Pilots Way Lake City, FL 32024, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

Account # \_\_\_\_\_ and Meter # \_\_\_\_\_

**RECITALS**

**Whereas**, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Member's current electricity requirements.

**Whereas**, the Member has requested to interconnect its Renewable Generation System of kW to the Cooperative's electrical service grid at the Member's presently metered location; and

**Whereas**, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, and which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a Member's premises; and

**Whereas**, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated January 14, 2009, which provides the standard interconnection requirements for a Member's RGS installation.

**Whereas**, the Member acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Member desires interconnection and with which Member desires parallel operation, and

**Whereas**, the Member acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Member from the requirements of this Agreement.

**Now, Therefore**, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Member agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.
- 2) The Member shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Member is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to ensure that the RGS and associated equipment are operated correctly and safely.

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“Continued from page 21.0”

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- 4) The Member agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Member with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Member shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RSG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Member agrees to provide the Cooperative access to the Member's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Member shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Member of its duties hereunder.
- 5) The Member is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Member certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Member shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Member's and the Cooperative's systems.
- 7) For an RGS with a capability of ten (10) kW or less, the Member shall provide and maintain not less than (\$100,000) dollars of Personal Injury and Property Damage Liability Insurance, and for an RGS with a capability of greater than ten (10) kW, the Member shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Member and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 8.) The Member shall, at the Member's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Member facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Member. To the extent practical, the Cooperative will attempt to notify the Member of its intent to disconnect the RGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.

“Continued to page 21.02”

“Continued from page 21.01”

- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Member's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Member recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Member.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Member's utility distribution service rating or 90% of the Cooperative's transformer capacity (kVA) whichever is less at the Member's location. If the GPR does exceed that ninety percent (90%) limit, the Member shall be responsible to pay the cost of any upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Member's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Member and the net energy delivered by the Member to the Cooperative on a monthly basis. The Member agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 12) The Member shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 13) The Cooperative may charge a reasonable non-refundable processing fee for interconnection of an RGS.
- 14) The Cooperative has the right, at the Member's expense, to disconnect the RGS at any time. This may result from but is not limited to:
  - a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
  - b. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
  - c. Adverse electrical effects on the electrical equipment of the Cooperative's other electric Members as determined by the Cooperative;
  - d. Failure by the Member to adhere to the terms of this Interconnection Agreement; and,
  - e. Failure by Member to pay sums due to the Cooperative for electric service or any other reason.

“Continued to page 21.03”

“Continued from page 21.02”

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- 15) On the termination of this Interconnection Agreement, the Cooperative, at the Member's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Member's expense, the Member agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Member shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 16) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 17) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 18) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Cooperative:

Clay Electric Cooperative, Inc.  
C/O Energy Services Manager  
PO Box 308  
Keystone Heights, FL 32656

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

- 19) Other Special Provisions (*e.g. collection of monthly administrative fees, interconnection/upgrade costs*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

“Continued to page 21.04”

“Continued from page 21.03”

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- 20) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

**In Witness Whereof**, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Roosevelt Sheppard  
Member: Print Name or Organization

By: *Roosevelt Sheppard*  
bdd1f32a0eab9c627af10ed157862fe062197c7a2c68cc672e

Signature: Authorized Representative

(Print Name and Title)

Clay Electric Cooperative, Inc.

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

Signature

Richard K. Davis, GM/CEO

# Envelope Report

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Document	Signer	Signer ID	IP Address	Timestamp
Luminate Energy - FL - Home Improvement Contract	Roosevelt Sheppard maceo.sheppard@yahoo.com	bddfd32a0eab9c627af10ed157862fe862197c7a2c68cc672cc89a67bc9f9f1d	45.22.95.225	2024-10-25T21:29:00.207Z
Luminate Energy - FL - Home Improvement Contract	Jordan Pili jordan+luminate@wavemanagement.io	3011643e0345b03012a46992338521c9b55eefe5bf6063524d03ac6634140cda	0.0.0.0	2024-10-25T21:24:26.761Z
Clay Electric - Florida (FL) - Interconnection Agreement	Roosevelt Sheppard maceo.sheppard@yahoo.com	bddfd32a0eab9c627af10ed157862fe862197c7a2c68cc672cc89a67bc9f9f1d	45.22.95.225	2024-10-25T21:29:09.291Z