

Solarize Massachusetts Program Medfield – Installer Contract

June 1, 2016

Re: Solarize Massachusetts Program

Dear Installer,

Congratulations on your selection as the solar PV Installer for the Solarize Massachusetts Program in the Town of Medfield. Medfield is excited to collaborate with you to increase outreach, education, and adoption of solar photovoltaic (“PV”) systems within the Town of Medfield (herein referred to as the “Community”).

This letter (the “Letter Agreement”) will set out the mutual understanding between the Community and [_____] (the “Installer”) regarding the Installer’s and associated team’s participation in this program, and shall be effective as of XX/XX/XX (the “Effective Date”).

1. Solarize Massachusetts Program

- a. Installer and Community agree to work cooperatively to implement the 2016 Solarize Massachusetts Program (the “Program”) in the Community which will drive the adoption of solar PV projects through a partnership with the Community.
- b. Installer agrees that the term of this Letter Agreement begins as of the Effective Date and shall continue until one year after the final solar PV system application approval date (the “Term”) under the Program.

2. Community Commitment

Community agrees to provide Installer with the following, provided that the Installer meets the terms and conditions in Section 3 of this Letter Agreement:

- a. Allow the Installer, in partnership with the Community, to utilize the Community logo for marketing and outreach purposes directly related to the Program in the selected Community and benefit from all goodwill associated therewith, in order for the Installer and Community to market to customers and attract participation in the Program;
- b. Assist the Installer with solar education programs in the Community; and
- c. Participate in a biweekly meeting between MassCEC, the Community Solar Coach and the Installer.

3. Installer Commitment and Deliverables

The Installer agrees to meet the following terms and conditions for the duration of the Program:

- a. Installer and Community agree to work cooperatively to implement the 2016 Solarize Massachusetts Program (the “Program”) in the Community which will drive the adoption of solar PV projects through a partnership with the Community;
- b. Installer agrees that the term of this Letter Agreement begins as of the Effective Date and

shall continue until the final PV system contracted under the Program is installed;

- c. Refer to the Program as “Solarize Massachusetts” in all outreach materials and marketing efforts;
- d. Provide customers within the Community with pricing available at the appropriate tiered level, and provide tiered pricing reductions, as outlined in the Installer’s competitive bid, to all customers under the Program. Appropriate tiered pricing must be applied to projects at the time that the contracted capacity level is met for the Tier. Installer’s and associated partner’s contracts with the customers must include a “not to exceed” cost or lease payment/PPA payment through [Date of End of Program], at which time the cost will be reconciled based on the appropriate tier that has been reached;
- e. Utilize equipment listed in the *Pricing Proposal* (Attachments B.1 and B.2) submitted by Installer for all projects contracted during the Program. If an equipment substitution is required during the course of the Program, the Installer is responsible for getting the MassCEC appointed Technical Consultant approval in advance of contracting of the system;
- f. Include a disclaimer on all Installer customer intake forms and media (such as website and signup sheets) that outlines how customer contact information will be used under the Program and provide the customer with the ability to opt out of communications unrelated to solar PV installations under the Program;
- g. Provide objective information to enable customers to choose either the purchase, lease/power purchase agreement (if offered), or innovative financing (if offered) option;
- h. Track the total contracted capacity under the Program;
- i. Track the pricing associated with each project, and detail why a specific project requires a cost adder;
- j. If there are cost adders associated with a project, Installer must provide customer with a breakout of the cost adders required and their cost above the base pricing. This can be provided at or before contract signing directly in the Customer proposal or on a copy of the Cost Adder Form developed by MassCEC;
- k. Provide weekly metrics to the Community and MassCEC, which shall include, but is not limited to, the number of leads generated, the number of feasible project sites identified, the number of contracted projects, and the tracked information maintained by Installer pursuant to subsection h) and i);
- l. Agree and acknowledge that all contracted projects will meet the Solarize Mass and Mass Solar Connect Program requirements in the Solarize Mass and Mass Solar Connect Program Manual, and Minimum Technical Requirements;
- m. Coordinate with the Community to develop a plan to recommend alternative opportunities (i.e. through energy efficiency or other renewable energy projects) for customers without feasible sites for a solar PV project;
- n. Provide a mechanism to share the status of leads captured through the program such that they

will be available to the core local volunteer team on a regular basis, and;

- o. Make a reasonable effort to track why customers decide not to contract for a solar PV project;
- p. If requested by MassCEC, Installer shall agree and accept certain program terms with MassCEC including, but not limited to, to the use of MassCEC's logos, website, and the provision of certain program data.
- q. Provide a mechanism to share the leads list such that leads captured through the program shall be available to the core local volunteer team on a regular basis.

4. Term and Termination

- a. This Letter Agreement may be terminated by Community at any time for a material breach of any term of the Letter Agreement.
- b. Community may terminate this Letter Agreement in the event of loss of availability of sufficient funds for the purposes of this Letter Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Community action inconsistent with performing its obligations under this Letter Agreement.

5. Required Legal Terms and Conditions

- a. Indemnification. To the fullest extent permitted by law, the Installer shall indemnify and hold harmless [x], and each of their respective agents, officers, directors and employees (together with [x]the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Program(collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) the breach of any of the terms of this Letter Agreement or any false representation by the Installer, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Installer or any of the Installer's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, the Community shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Installer or any of the Installer's agents, officers, directors, employees or subcontractors.
- b. Compliance with Law. Installer agrees to comply with all applicable Federal and State statutes rules, and regulations, including but not limited to, promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.
- c. Audit. At any time period prior to the conclusion of the Program and as otherwise provided in this Section, Community will have the right to audit the Installer's or the Installer's other agents' records to confirm that the terms and conditions of this Letter Agreement and the Installer's participation in the Program have been met. The Installer shall maintain books,

records, and other compilations of data pertaining to its participation in the Program. All such records shall be kept for a period of seven (7) years, starting on the first day after the final PV system rebate award date (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. Community or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy of the Installer's books, records, and other compilations of data which pertain to the Program. Such access may include onsite audits, review and copying of records.

- d. Insurance. The Installer shall provide evidence of Professional Liability, General Liability, and Automobile Liability Coverage's with minimum limits of \$1,000,000.
- e. Assignment. Installer shall not assign or in any way transfer this Letter Agreement without the prior written consent of Community.
- f. Public Records. As a public entity, is subject to the Massachusetts Public Records Law (set forth at M.G.L. c.66) and thus documents and other materials made or received by MassCEC and/or its employees are subject to public disclosure. All information received by MassCEC shall be deemed to be subject to public disclosure, unless the limited exception at M.G.L. c. 23J, Section 2(k) or another statutory exception applies. For more information, please see Chapter 66 of the Massachusetts General Laws.
- g. Waivers. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
- h. Counterparts. This Letter Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- i. Amendments, Entire Agreement, and Attachments. All conditions, covenants, duties and obligations contained in this Letter Agreement may be amended only through a written amendment signed by the Installer and Community. The Parties understand and agree that this Letter Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Program set forth herein.

[Remainder of page intentionally left blank. Signature page follows]

If you accept the terms and conditions referenced herein, please sign and email to aseaman@medfield.net and return one original copy of this letter to the attention of Andrew Seaman, 459 MainSt, Medfield, MA 02052.

Very truly yours,

[First Last]
[Official Title]

Accepted & Agreed

Installer Company

By: _____

Name: _____

Title: _____

Date: _____