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**Solarize Massachusetts Program MassCEC – Installer Draft Terms and Conditions**

Month XX, 2016

*Re: Solarize Massachusetts Program*

Dear Installer,

Congratulations on your selection as the solar PV Installer for the 2016 Solarize Massachusetts Program (the “Program”) in **[community(ies)]** (the “Community”). The Massachusetts Clean Energy Center (“MassCEC”) and **[community(ies)]** are excited to collaborate with you.

This letter (the “Letter Agreement”) will set out the mutual understanding between you (the “Installer”) and MassCEC regarding the Installer’s and associated team’s participation in this Program, and shall be effective as of xx/xx/16 (the “Effective Date”).

**1. Solarize Massachusetts Program**

- a) Installer and MassCEC agree to work cooperatively to implement the Program in the Community.
- b) Installer agrees that the term of this Letter Agreement begins as of the Effective Date and shall continue until the final solar PV system is installed (the “Term”) under the Program.

**2. MassCEC Commitment**

MassCEC 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 MassCEC and Solarize Massachusetts logo for marketing and outreach purposes directly related to the Program in the selected Community and benefit from all goodwill associated therewith, for the purpose of the Installer and Community marketing to customers and attracting participation in the Program;
- b) Assist the Community and Installer with solar education programs in the Community;  
and

- c) Coordinate a bi-weekly 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. Failure by Installer to comply with these terms and conditions may impact Installer's ability to participate in future rounds of the Program:

- a) Cooperate and collaborate with MassCEC and the Community;
- b) Actively brand the Program as "Solarize Massachusetts" and include the "MassCEC" and "Solarize Massachusetts" logos on **all** outreach materials developed directly by the Installer;
- c) Dedicate a website, email, and phone number to the Program, and provide a link within the dedicated website to MassCEC's Solarize Massachusetts website ([www.solarizemass.com](http://www.solarizemass.com));
- d) Collaborate with MassCEC on **all** press releases, events, or news conferences concerning the Program. In any media produced by the Installer, the Installer will not represent that positions taken or advanced by it represent the opinion or position of MassCEC or the Commonwealth of Massachusetts;
- e) Agree and acknowledge that all contracted projects will meet the Solarize Mass Program Minimum Technical Requirements;
- f) Provide weekly metrics, as directed by 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;
- g) Provide MassCEC with customer and project information for each signed contract, including date contract signed, ownership type, system and site specifications, and list of cost adders;
- h) Provide MassCEC with copy of the MassCEC Cost Adder Form for each contracted project;
- i) Participate in any Community meetings organized by MassCEC;
- j) Upon request by MassCEC, provide feedback at the end of the Program to assist MassCEC in analysis of outreach strategies and drivers in increasing Community adoption of solar;

- k) Provide to MassCEC email addresses of all customer leads acquired through the Program at the end of the Program; and
- l) Provide any other information reasonably requested by MassCEC.

#### 4. **Term and Termination**

- a) This Letter Agreement may be terminated by MassCEC at any time for a material breach of any term of the Letter Agreement.

#### 5. **Required Legal Terms and Conditions**

a) **Indemnification.** To the fullest extent permitted by law, the Installer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth, MassCEC 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 Installer 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) **Assignment.** Installer shall not assign or in any way transfer this Letter Agreement without the prior written consent of MassCEC.

c) **Public Records.** As a public entity, MassCEC 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.

d) **Waivers.** Conditions, covenants, duties, and obligations contained in this Letter Agreement may be waived only by written agreement between the parties. Forbearance or



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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.

e) 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.

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



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MassCEC looks forward to working with you to launch this innovative business model and increase solar adoption within the **[community(ies)]**. To acknowledge your acceptance of the terms and conditions referenced herein, please sign and return one original copy of this letter to the attention of **[CONTACT]**, Massachusetts Clean Energy Center, 63 Franklin Street, 3<sup>rd</sup> Floor, Boston, MA 02110.

Very truly yours,

MassCEC

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted & Agreed

Installer

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_