Revision Date : 06/22 SERVING TEXAS. COLORADO & THE MIDWEST SINCE 1996



EXCEL CONSTRUCTION GROUP

ROOFING & CONSTRUCTION

SOLAR CONTRACT | (844) 601 - ROOF (7663)

<u>Client</u> :		<u>Date</u> :	
Phone :		Contract Expiration :	
<u>Email</u> :	<u>Address</u> :		

Scope of Project:

Start Date: TBD

- 1. Obtain necessary permits.
- 2. Install system equipment specified in proposal.
- 3. Provide owner's manual and education for customer on system operation, maintenance, and safety.
- **Note: Start date may be delayed due to utility processing, equipment delivery, or other factors outside Excel Construction Group control.

Limited Warranty:

- Excel Construction Group warrants that the system equipment installed will be free from defects in workmanship for the useful life of the system, subject to the limitations stated herein.
- The Original Equipment Manufacturers (OEM) warranties are applicable to all equipment installed by Excel Construction Group.
- Excel Construction Group warrants its labor to the extent that such labor is free from defects under
 normal use and service for 25 years. In the event there is a defect in the labor within this warranty period,
 Excel Construction Group will repair or correct such defect. All warranty calls shall be limited to 8:00 a.m.
 to 5:00 p.m., Monday through Friday, excluding holidays.
- Excel Construction Group shall use reasonable care in performing all work, however, Excel Construction
 Group shall not be liable for incidental or consequential damages (including, but not limited to, injuries to
 persons, pets or damages to property including normal wear and tear) except those caused by the
 negligent acts of a Excel Construction Group employee.
- Excel Construction Group does not warrant manufacturer's parts and equipment except in accordance with the terms and conditions provided by the manufacturer.

EXCEL CONSTRUCTION GROUP SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO INJURIES TO PERSONS OR PETS, OR DAMAGES TO PROPERTY CAUSED BY ANY DEFECT IN DESIGN OR MANUFACTURE OR THE FAILURE OF ANY OF THE PARTS OR EQUIPMENT INSTALLED OR USED BY EXCEL CONSTRUCTION GROUP THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OTHER THAN AS DESCRIBED HEREIN.

Terms:

- 1. Excel Construction group reserves the right to substitute equipment of comparable quality and value, upon customer approval.
- 2. Unusual costs incurred during installation due to unforeseen conditions will be considered change orders and billed with final invoice, upon customer approval.
- **3.** Delays due to equipment, permits, inspections, weather, incentive programs, etc. can delay installation completion and Client agrees to time extensions for these conditions.
- **4.** If the Client cancels the project after the commencement of work, all previous time, material, and restocking costs will be charged against the deposit.
- 5. If the Client cancels the project after layout is approved, the 25% deposit is non-refundable.

- 6. Payments 30 days overdue (see Payment schedule) will accrue a 2% fee for each week of delay, not to 06/22 exceed 20% annually or the highest rate allowed by law.
- **7.** Warranty is only valid if Client is paid in full.
- **8.** Client acknowledges and agrees that Excel Construction Group may use independent subcontractors for all installation and repairs. Excel Construction Group warrants for a period of five years any roof leaks that prove to be a direct result of roof penetrations made by Excel Construction Group during the installation.
- 9. TERMS OF PURCHASE: Client hereby authorizes Excel Construction Group independent subcontractors and employees to perform diagnostics, repairs and/or installation for the work indicated. Client assumes all financial responsibility for such repairs and/or installations and agree to pay in full at the time of completion unless preauthorized credit has been established with Excel Construction Group.

Description of Work:

Work Doing :	
Special Instructions :	
Consultant :	
Printed Name	Date
Signature	
Homeowner:	
Printed Name	Date
Signature	

Discounts & Rebates :Revision Date : 06/22

1. If Excel CG is collecting rebates, we reserve the right to specify an alternative recipient.

- 2. If Excel CG is collecting rebates, delays in receiving rebates caused by client signature delays will be billed at 2% of incentive amount for each week of delay, not to exceed 20% annually or the highest rate allowed by law.
- **3.** Where rebates or incentives are available, Excel will prepare and submit all applications on behalf of client. Excel CG is not responsible for changes in rebate levels or utility policy changes.
- 4. Unless otherwise agreed upon, Excel CG will collect the utility rebate as partial payment of gross system cost.

Required Documentation:

Signature

The following list of documents are required to prepare	your installation:	
Deposit		
Signed Excel Construction Group Contract		
Approved System Layout		
Checks or Money Order should be made payable to: Exc	rel Construction Group	
*Please take a clear picture of your completed check, and mai	l original copy to: 5701 Watauga Rd, Watauga TX. 76148	
Equipment to be Used:		
	Enphase Monitoring	
Enphase Integrated Micro-inverters 1	NEC Compliant Electrical Equipment	
Solar Racking	Miscellaneous Materials IE (Conduit)	
Payment Authorization Schedule :		
	TOTAL SYSTEM PRICE \$	
Credit Approval or Cash Payment :	DISCOUNT \$	
20% Upon Signing		
30% Upon Material Drop	DEPOSIT \$	
30% Upon Job Completion		
20% on PTO (Permission to Operate)	NET PRICE \$	
 Substantially complete - is defined by having all solar panels, inverter and major equipment installed. Some minor work may still be required. Final utility inspection and commissioning is required in rebated areas and will provide certainty that the system is fully operational. Final cost of system does not show 26% federal tax credit to be organized and collected by customer. Please consult a tax professional 		
Approve & Agree TO:		
Client :	Excel Construction Group :	
Printed Name	Printed Name	

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 attached notice of cancellation form for an explanation of this right.

Signature

Date

Date

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Notice of Right to Cancel:

The Customer may cancel this transaction, without any penalty or obligation, within three (3) business

days of ______ it being the agreement signature date. If the Customer cancels within

the 3 day right of refusal, any property traded in, payments made under the contract or sale, and any

negotiable instrument executed by the Customer will be returned within 10 days following receipt by

the seller of the Customer cancellation notice. Additionally, any security interest arising out of the

transaction will be canceled. If the Customer cancel, the Customer must make available to the seller at

the Customer residence, in substantially as good condition as when received, any goods delivered to the

Customer under this contract or sale, or the Customer may, if the Customer wishes, comply with the

instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If the Customer does make goods available to the seller and the seller does not pick them up within 20

days of the date of the Customer's notice of cancellation, the Customer may retain or dispose of the

goods without any further obligation.

To cancel this transaction, email or deliver a signed and dated copy of this cancellation notice, or any

other written notice, to:

Excel Construction Group: Local Branch

Email to: Tfaith@Excelcg.com or Mbartek@Excelcg.com

Buyers Signature