



CONSTRUCTION CONTRACT FOR SOLAR POWER PROJECT

DATE:

CUSTOMER:

Phone:

Email:

PROJECT ADDRESS:

Bright Spot Solar, LLC (the "Installer") is pleased to furnish system design and pricing for a solar photovoltaic (PV) tracker array installed at your property. Installer utilizes pedestal-mounted, light-sensing, dual-action Sun Action trackers with tier-one bifacial solar panels and Direct Current (DC) to Alternating Current (AC) inverters. PV panels are a Bright Spot Solar LLC proprietary design for dual axis trackers. Sensors use artificial intelligence to track available solar insolation, making horizontal and vertical adjustments in real time. Trackers come with both a wind mode and snow mode allowing for year-round all weather solar production. Tracker height is minimum of 9 feet up to 13.6 feet above grade to allow for dual use of space under trackers. The top height of the tracker is 30 to 34.6 feet allowing for late day and early morning access to light and minimization of shade features. The increased height allows for increased back side boost, while specially matched inverters allow for additional electrical amps to be converted, allowing for 30 to 35 percent wattage increase over face value of solar panels due to the combination of Bright Spot technology and customized panels. Trackers avoid the need for micro inverters and shade fixing because of the tracker movement, with fewer points of failure than traditional ground mount or roof mount systems. The Bright Spot Solar trackers provide longer life and more reliability. With a Bright Spot Solar system, the future of solar just got brighter.

PROJECT SUMMARY

What:	# Sun Action Trackers with 96 watt bi-facial panels
Installed System Capacity:	## kWp (dc)
Estimated Annual Production:	## kWh (ac)
Array Area:	1092 sq. ft. per 48 panel tracker / 553 sq. ft. per 24 panel tracker
Inverter Location:	TBD
Orientation:	Bright Spot Continuous Tracking
Array Pitch:	Bright Spot Continuous Pitch Tracking
Array Max Height at 54°:	34' 11"

The trackers will be located according to the finalized site plan, in proximity to the electrical service, and consistent with local zoning / land use regulations. Actual annual production will be affected by the exact placement and the extent of shading. Removing trees may be necessary to maximize energy production.

SCOPE OF WORK

- Supply and installation (installation manual attached) of 48 panel Sun Action Trackers with precast or poured concrete base stamped plan attached and metal per part list and installation manual attached.
- All site work per code and foundation plan.
- Supply and installation of ## bifacial 445-watt Bright Spot solar panels. Spec sheet attached.
- Supply and installation of ## 10 kW hybrid inverters. Inverter spec sheet attached.
- Provide access to real-time production monitoring using monitoring system, revenue grade Solar Production meter, internet connection and cellular back up.
- Balance of system in conformance with National Electric Code and NABCEP best practices, equipment grounding, fusing, and wiring. (Built per project Electrical line diagram attached)
- All local, state and utility permitting, interconnection fees completed by Installer.
- Documentation and assistance required for utility interconnection, federal tax credit transfers, and USDA grant applications.
- Provide electrical drawing for utilities and local inspectors. Turn on and test all the equipment.

EXCLUSIONS

Pricing excludes:

- 1) Tree cutting or ledge removal.

These items will be billed on a time & materials basis or at cost to the client.

SYSTEM WARRANTY

Your system is covered by a monitoring, maintenance, and workmanship warranty. The specific component warranties are:

Sun Action Tracker:	10 years
Inverter:	10 years
Panels:	12/25 years, subject to degradation consistent with manufacturer specifications

Materials outside of warranties will be billed at cost plus 20 percent.

Labor for monitoring, (including internet service) maintenance (per manual attached) and warranty work is included for twenty (20) years from the commissioning date in exchange for Bright Spot Solar LLC owning any Solar Renewable Energy Credits (SRECs) earned by the system over the 20-year warranty period. It is essential for the term of this contract that the Customer authorizes Bright Spot Solar to retain the SRECs as compensation for the warranty and maintenance, the failure of which will terminate the labor and maintenance warranty hereunder.

Customer Signature

Date

FINANCIAL SUMMARY

See Spread sheets attached. Cash flow spread sheet and ROI spread sheet.

USDA GRANTS, BONUS TAX CREDITS AND STATE REBATES

Customer authorizes Bright Spot Solar LLC and affiliate grant and rebate companies to apply for any and all available programs on the customer's behalf. Customers will work with Bright Spot and affiliate partners to provide information as needed for said applications. Fees for application are 10% of grant and rebate award amounts received. NO cost to customer should grants or rebates are not approved.

Customer Signature

Customer does not authorize Bright Spot Solar LLC to apply for any grant's rebates or bonus tax credits. Bright Spot Solar has no responsibility to provide guidance on such matters.

Customer Signature

CONTRACT TERMS

Payment: \$\$\$ due as follows:

1. Initial Deposit: \$\$\$ (10 percent) due upon approval of USDA grant. Bright Spot will then initiate the utility interconnection application process and municipal permitting. The final location of the trackers will be determined in the permitting process.
2. First Payment: \$\$\$ (40 percent) is due upon mobilization to the job, defined as receipt of the building permits, and commencing the excavation, site work, and installation of concrete bases.
3. Second Payment: \$\$\$ (40 percent) is due upon completion of the following: Erection of trackers and delivery of solar panels. Completion of underground conduit.
4. Third Payment \$\$\$ (10 percent) is due upon completion of the following: wiring to inverters, service constructed, setting of Transformers, completion of all work, connection of solar power to the meter panel, passing the municipal inspection, and notification of the utility that the system is ready for commissioning. And final award of USDA grant.
5. Exclusions: Exclusions, if needed, will be billed at cost at the time of service.
6. Default: Failure to make progress payments when due shall be a term of default, entitling Installer to stay completion of any further tasks until the default is cured. If not cured within fifteen (15) days, the Installer reserves the right to recover possession of all equipment and materials and is hereby granted irrevocable authorization to enter onto the buyer's property for that limited purpose.
7. Fees: In the event of default, the buyer is liable for installers costs, fees and expenses incurred because of default, including cost of recovering products and materials, carrying costs for the same, together with reasonable attorney fees.
8. Exclusions: This contract does not include the following potential expenses, the costs of which shall be added to the final contract price: (a) encountering ledge or other large obstructions impairing construction; (b) any required tree cutting or removal; Any costs for such services shall be added to the proposed price stated herein and paid within three (3) business days of invoice. Further, Installer does not warrant the timing of utility connection and turn-on of system as that is controlled by the utility.
9. Misc.: This contract reflects the entire agreement of the parties. Any disputes will be heard in a court in the State of New Hampshire, applying New Hampshire law.

Executed on this the ____ day of _____, 2024.

Installer: Bright Spot Solar, LLC

Customer:

By: Packy Campbell, Member

By:

SIGN & RETURN ALL 4 PAGES WITH DEPOSIT TO: BRIGHTSPOT SOLAR, PO BOX 77, FARMINGTON NH 03835