



### DIRECT ENERGY SOLAR RESIDENTIAL INSTALLATION CONTRACT

This Residential Solar Installation Contract (this "Contract") is made and entered into on the date set forth below, by and between Astrum Solar, Inc. d/b/a Direct Energy Solar, ("Direct Energy Solar") whose address is 15 Avenue E, Hopkinton, MA 01748 and Jonathan Bracken ("Customer"), whose address is 921 South St Needham, MA (the "Property").

<b>System Specifications</b>	12.925 kW photovoltaic solar energy system 47 Suniva 275 watt solar panels Enphase Energy microinverters with 25 year warranty provided by the equipment manufacturer
<b>TOTAL SALE PRICE</b>	\$ <b>48,922.50</b> the 'Contract Price'
<b>Federal Tax Credit</b>	\$ (14,676.75)
<b>MA Tax Credit</b>	\$ (1,000.00) (subject to availability)
<b>SOLAR SYSTEM NET COST</b>	<u>\$ <b>33,245.75</b></u>

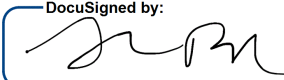
Addendum attached: YES ( ) NO ( ) (Binding only if signed by a sales manager)

**Terms of Payment** 10% of total sale price (\$4,892.25) due at signing as nonrefundable deposit  
60% of total sale price (\$29,353.50) due on the first day of installation  
30% of total sale price (\$14,676.75) due at final inspection and approval of all permits

**Timeline** Commencement of the installation will occur within ninety (90) days of the date hereof and the installation will be substantially completed within one hundred twenty (120) days of the date hereof.

Customer and Direct Energy Solar hereby agree to enter into this Contract subject to the terms and conditions set forth below.  
**NOTE: Contracts over \$100,000 must be co-signed by a sales manager.**

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

<b>CUSTOMER</b>	DocuSigned by: 	<b>Date</b>	10/30/2015
_____	0F2731C4AE4D4BD...	_____	_____
<b>DIRECT ENERGY SOLAR</b>		<b>Date</b>	_____
_____		<b>Date</b>	_____



## DIRECT ENERGY SOLAR RESIDENTIAL INSTALLATION CONTRACT

**Solar Consultant's Name:** \_\_\_\_\_

### TERMS AND CONDITIONS

#### 1. Contract Inclusions:

- a. Appropriately Sized and Rated Enphase Energy Micro-Inverters (1 per panel);
- b. Enphase Solar System Monitoring Device and Monitoring for Duration of Micro-Inverters' Warranty;
- c. System Design and Engineering by a NABCEP Certified Solar Installer;
- d. All Standard Installation Components;
- e. Installation Services and Labor Performed by Direct Energy Solar Employees with all Electrical Work Supervised by a Master Electrician;
- f. All Permitting Applications, Costs and Permit Service Fees;
- g. Permit Inspection Oversight and Scheduling;
- h. Assistance with Homeowners Associations and Historic Preservation Approval Processes (if applicable);
- i. Utility Company Interconnection Application, Oversight and Meter Replacement Scheduling;
- j. State and Local Rebate/Grant Applications Preparation and Processing (if applicable);
- k. Solar Renewable Energy Credit Applications Preparation and Processing (if applicable);
- l. Solar System Remote Monitor Set-up and Training;
- m. Solar System Training and Orientation; and
- n. Any Other Inclusions Set Forth in an Addendum if Applicable.

#### 2. Warranties and Guarantees (see Exhibit A):

- a. 10 Year Direct Energy Solar Limited Warranty on Parts and Labor on Installation;
- b. Limited Roof Warranty
- c. 10 Year Direct Energy Solar Limited Production Warranty;
- d. 10 Year Direct Energy Solar System Moving Guarantee;
- e. 10 Year Direct Energy Solar New Roof Guarantee;
- f. Limited Manufacturer's Warranty on Solar Module Performance; and
- g. Limited Manufacturer's Warranty on Micro-Inverters.

3. Operational Date. Defined as the date upon which, pursuant to applicable law, Customer has received all applicable building and electrical permits, and the photovoltaic solar energy system (the "System") is authorized to produce electricity.

4. System Design Approval. Direct Energy Solar will install the System at the Property (the "Installation") in the areas to be marked on a diagram to be approved by Customer prior to beginning work (the "System Diagram").

5. Site Conditions/Preparations. Customer is responsible for removing and replacing appliances, floor coverings, and any other obstacles or hazards required to perform the Installation. Direct Energy Solar is not responsible for replacement of or damage to these items if they are removed by Direct Energy Solar. If after the Installation has commenced, Direct Energy Solar discovers unanticipated site conditions that will increase the cost to perform the Installation, Direct Energy Solar and Customer (the "Parties") will, (a) rescind this Contract with no liability and Direct Energy Solar shall refund all deposits paid to Direct Energy Solar reduced by any expenses actually incurred; or (b) renegotiate the Contract Price to reflect the true cost of the Installation.

6. Customer Obligations. Customer agrees to: (a) notify Direct Energy Solar immediately upon discovery of an emergency condition relating to the System, damage to the System, or theft of the System; (b) notify Direct Energy Solar within twenty-four (24) hours if Customer discovers that any component of the System is not producing electricity; (c) only have the System repaired pursuant to the Limited Warranty (as defined herein); (d) not modify the Property in a way that shades the System; (e) keep trees and bushes trimmed so that the System receives as much sunlight as it did at Installation; (f) not do anything, permit or allow to exist any condition or circumstance at the Property which would cause the System not to operate as intended; and (g) permit Direct Energy Solar, after providing reasonable notice, to inspect the System for proper operation, and to make any necessary repairs. Customer agrees to not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty without Direct Energy Solar's prior written consent. In the event that Customer fails to comply with the provisions of this paragraph, Customer's Limited Warranty and Limited Production Warranty (as defined herein) shall be automatically voided.



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7. Liability. Direct Energy Solar shall have no liability for damage to: improperly installed, improperly maintained, defective, old, or deteriorated roof coverings or supports; siding; exterior covering or paint; underground pipes; sewer or drain lines; tanks; or any other non-visible hazards, materials or conditions of any kind. Direct Energy Solar's liability shall be limited to the Installation specified in the System Diagram. Direct Energy Solar shall not be liable for damage to deteriorated or improperly installed sub-roof or roofing within the serviced area. IN NO EVENT SHALL DIRECT ENERGY SOLAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES RELATING TO THIS CONTRACT, THE SYSTEM OR THE INSTALLATION. TO THE EXTENT PERMITTED BY LAW, DIRECT ENERGY SOLAR'S TOTAL LIABILITY UNDER THIS CONTRACT, TO THE EXTENT NOT COVERED BY INSURANCE, SHALL NOT EXCEED THE SOLAR SYSTEM NET COST LISTED ON THE FIRST PAGE OF THIS CONTRACT. Customer is encouraged to increase the dwelling coverage on any homeowner's policy to ensure adequate insurance for the System.

8. Insurance. Direct Energy Solar will carry liability insurance covering personal injury in an amount not less than \$1,000,000, and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$3,000,000.

9. Past Due Payment Policy. Unless otherwise agreed to in writing by Direct Energy Solar, Customer understands that payment in full is due at final inspection and approval of all permits related to the Installation. An interest charge of two percent (2%) per month will be charged on any outstanding balance not paid by such date. In the event the account is turned over to an attorney for collection, Customer shall pay interest charges and reasonable attorney's fees allowed by the law. There is a \$50.00 returned check charge.

10. Entire Agreement. This Contract cannot be modified or discharged orally unless consent in writing is made by the Parties, and this Contract shall be binding upon the heirs, successors, and assigns of the Parties. This Contract supersedes all agreements previously made between the Parties. There are no other understandings or agreements. If there is an addendum to this Contract, the terms of that addendum supersede any and all contrary terms in this Contract. Any changes to the terms and conditions of this Contract must be approved in writing by a Direct Energy Solar sales manager. Unless otherwise agreed to in writing by Direct Energy Solar, the Installation does not include roof repair or replacement; painting, drywall repair, trench digging, engineering and/or main structure reinforcement costs; civil work; electrical panel upgrades; any upgrades to utility-owned equipment required by applicable interconnection standards; or the repair of any pre-existing electrical equipment or code violations required by municipal code, applicable law or inspectors necessary to approve inspection of the System, but not directly related to the work performed by Direct Energy Solar to install the System, or anything else not clearly specified in this Contract.

11. Force Majeure. Neither Customer nor Direct Energy Solar will be in default of this Contract for any delay or failure in the performance under this Contract if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either Customer or Direct Energy Solar, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure. Force Majeure cannot be attributable to fault or negligence on the part of the Party claiming Force Majeure and must be caused by things beyond that Party's reasonable control.

12. Acknowledgement of Tax Estimate. Customer hereby acknowledges that the amounts of the Federal Tax Credit and any State Tax Credit on the first page of this Contract are estimates only, and in no way constitute a guarantee that the Customer will receive the stated amount. Before relying on these estimates, Customer is urged to consult Customer's tax and/or financial advisor. Customer is responsible for the Contract Price regardless of such credits.



## DIRECT ENERGY SOLAR RESIDENTIAL INSTALLATION CONTRACT

### WARRANTIES AND GUARANTEES

1. **Limited Warranty.** Direct Energy Solar warrants that, under normal use and service conditions, the System will be free from defects in workmanship or defects in materials or components for ten (10) years following the date of Installation (this "Limited Warranty"). This Limited Warranty covers installation hardware, brackets and supports, and all other components not covered by a manufacturer's warranty. This Limited Warranty includes servicing Customer's manufacturers' warranties free of charge. If a defect is discovered, Direct Energy Solar will, at no additional cost to Customer, provide such labor and materials as required to restore the System to its originally installed state. If Direct Energy Solar finds problems in an area that have not been caused by the Installation, or if the problems are not an actual problem of the System (e.g. shade or un-authorized alterations to the System), Customer will pay for any new parts and materials, and Direct Energy Solar reserves the right to charge Customer Direct Energy Solar's then-current service charge. Direct Energy Solar's current service charge as of April 2015 is \$100 per hour with the minimum service charge equal to \$200. This Limited Warranty does not cover: power outages; Force Majeure; damage caused by unforeseeable events; or normal wear and tear of the roof or other site of the System, sub-structure, siding, plumbing or electrical work not related to the System. This Warranty does not cover any problems caused by improper maintenance of the System or any other improper action by any party other than Direct Energy Solar. No work will be done under the terms of this Limited Warranty if Customer is delinquent in payments under this Contract.

2. **Limited Roof Warranty.** Direct Energy Solar warrants any damage to Customer's roof within a five (5) inch radius of roof penetrations during Installation for the length of any existing installation warranty or new home builder performance standard for Customer's roof, whichever is greater.

3. **LIMITATION ON WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY ADDITIONAL WARRANTY DIRECT ENERGY SOLAR PROVIDES, Direct Energy Solar MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SYSTEM, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

4. **Limited Production Warranty.** For ten (10) years starting on the first day of the first month after the Operational Date (the "Warranty Start Date"), Direct Energy Solar guarantees that the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") of energy set forth in Exhibit B, provided that Customer complies with the terms of this Contract (this "Limited Production Warranty"). If the System does not generate the Guaranteed Annual kWh during any twelve-month period commencing on the Warranty Start Date or any anniversary of the Warranty Start Date (each, a "Contract Year"), after adjusting for any carry forward of excess production from prior years as provided for below, Direct Energy Solar will, within ninety days' notice from Customer after the end of such Contract Year, mail to Customer a payment equal to the product of the annual imputed energy payment per kilowatt-hour during the Contract Year (as specified in Exhibit B) multiplied by the difference between the Actual Annual kWh (as defined herein) for the Contract Year and the Guaranteed Annual kWh; provided, however, that prior to making such calculation, the Guaranteed Annual kWh shall be reduced by any lost electric production of the System during the Contract Year for which Direct Energy Solar is not liable, as provided herein. SUCH PAYMENT TO CUSTOMER WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PERFORMANCE OF THE SYSTEM AND ANY POWER GENERATION SHORTFALL.

"Actual Annual kWh" means the AC electricity produced by the System in kWh measured and recorded by Direct Energy Solar during each Contract Year. Direct Energy Solar will use Enphase Envoy monitoring service or to the extent such service is not available, Direct Energy Solar will estimate electricity production through other reasonable means as determined by Direct Energy Solar.

If the System has produced power in excess of the Guaranteed Annual kWh for prior Contract Years, then the cumulative excess of prior Contract Years' production, less the amount of such excess production used to offset any power production shortfalls in prior Contract Years, shall offset any shortfall in a given Contract Year's power production before calculating any shortfall for purposes of administering this Limited Production Warranty for such Contract Year and if the cumulative excess power production exceeds the given Contract Year's power production shortfall, the remaining excess shall be carried forward for application in succeeding Contract Years. In connection with this Limited Production Warranty, Direct Energy Solar reserves the right to make repairs or upgrades to the System and in connection therewith to repair or replace parts of the System with new or used parts.

Direct Energy Solar shall not have liability under the Limited Production Warranty for lost electricity production due to: (a) damage or destruction to the System not caused by Direct Energy Solar or its agents (for example, casualty loss such as a tree falling on the System); (b) any failure or lost production not caused by a System defect; (c) theft of the System; (d) Force Majeure or damage caused by unforeseeable events; or (e) a breach by Customer of Customer's obligations under this Contract.



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5. System Moving Warranty. If, for any reason, Customer moves from the Property at any time after the one (1) year anniversary of the Operational Date but prior to the ten (10) year anniversary of the Operational Date, and provided that the Customer's new location is within Direct Energy Solar's then current installation service area as detailed at [www.directenergysolar.com](http://www.directenergysolar.com), at Customer's request, Direct Energy Solar will for a one-time fee of \$250 survey the new location, provided that Direct Energy Solar is afforded proper access to such location, and provide a time-and-material proposal to uninstall the System and transport and reinstall the System at Customer's new location (the "System Moving Proposal"). Customer may choose to accept or decline the time and material proposal in writing to Direct Energy Solar. This System Moving Warranty can only be exercised one (1) time by Customer and only applies to roof-installed systems. Customer must provide Direct Energy Solar with at least sixty (60) days prior notice of Customer's intent to move the System. Upon payment of the required fee by Customer, receipt of any necessary permits, and weather and scheduling permitting, Direct Energy Solar will uninstall the System within sixty (60) days of receipt of Customer acceptance of System Moving Proposal and will reinstall the System within sixty (60) days following the completion of the uninstall. If Customer's new house is unavailable for an installation, for any reason, for a period exceeding sixty (60) days from the date of the uninstall, Direct Energy Solar is entitled to charge Customer reasonable storage fees. Exercise of this Warranty voids the Limited Production Warranty.

6. New Roof Warranty. If Customer replaces the roof of the Property at any time after the one (1) year anniversary of the Operational Date but prior to the ten (10) year anniversary of the Operational Date, and the removal of the System is required to replace the roof, Direct Energy Solar will for a one-time fee of \$100 review the new roof plans and re-survey the location, if necessary and provided that Direct Energy Solar is afforded access to such location, and provide a time-and-material proposal to uninstall the System and upon replacement of the roof, reinstall the System (the "New Roof Proposal"). Customer may choose to accept or decline the time-and-material proposal. Only one New Roof Proposal is available during the duration of this Contract. Customer must provide Direct Energy Solar with at least thirty (30) days prior notice of Customer's intent to replace Customer's roof. Upon acceptance of the New Roof Proposal by Customer, and weather and scheduling permitting, Direct Energy Solar will uninstall the System within forty-five (45) days of Customer's acceptance and will reinstall the System within forty-five (45) days following the completion of the roof replacement. Storage will be provided for free for a period of 60 days. In the event that Customer's new roof is unavailable for an installation for a period exceeding sixty (60) days from the date of the uninstall, Direct Energy Solar is entitled to charge Customer reasonable storage fees. For the period during which the panels are not operational, the Limited Production Warranty for that given period shall be decreased pro-rata to reflect the downtime of the System.

7. Acknowledgement of Tax Consequences. Customer hereby acknowledges that the exercise of the System Moving Guarantee may trigger adverse federal, state and/or local tax and/or other financial consequences and may cause Customer to be required by law to refund all or a pro-rata portion of any federal, state and local tax or other financial incentives received by Customer in connection with the Installation. In addition, the exercise of the System Moving Guarantee will likely result in the termination of any Solar Renewable Energy Credit ("SREC") and related income Customer was otherwise entitled to receive. Prior to exercising the System Moving Guarantee, Customer is strongly encouraged to consult Customer's tax and/or financial advisor.

Thank you for choosing Direct Energy Solar! Should you have any questions or concerns, please contact our Customer Service Department at [customer care@directenergysolar.com](mailto:customer care@directenergysolar.com) or 1-888-603-6085.



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### EXHIBIT A MASSACHUSETTS HOME IMPROVEMENT CONTRACT CONSUMER PROTECTION ACT

Massachusetts Home Improvement Contractor Registration. Direct Energy Solar's federal identification number is 27-1427044. All home improvement contractors and subcontractors must be registered with the Office of Consumer Affairs and Business Regulation. Direct Energy Solar is a registered home improvement contractor in Massachusetts, registration number 168228.

Any inquiries about a contractor or subcontractor should be directed to:  
Office of Consumer Affairs and Business Regulation  
Ten Park Plaza, Suite 5170  
Boston, MA 02116  
Phone: (617) 973-8700

Start and Completion Dates. The approximate start date for installing the System and the approximate completion date for installing the System are set forth as the Timeline on the front page of this Contract.

Copy of Signed Contract. Direct Energy Solar will provide you with a copy of this Contract after it is signed by you and by Direct Energy Solar, prior to Installation of the System.

Permits. It shall be the obligation of Direct Energy Solar to obtain any permits necessary for the Installation. If you secure your own permits, you will be excluded from the Guaranty Fund provisions of Chapter 142A of the Massachusetts General Laws.

### RIGHT OF RESCISSION. NOTICE TO CONSUMER:

YOU MAY CANCEL THIS AGREEMENT IF IT HAS BEEN SIGNED BY A PARTY THERETO AT A PLACE OTHER THAN AN ADDRESS OF Direct Energy Solar, WHICH MAY BE ITS MAIN OFFICE OR BRANCH THEREOF, PROVIDED YOU NOTIFY Direct Energy Solar IN WRITING AT ITS MAIN OFFICE OR BRANCH BY ORDINARY MAIL POSTED, BY TELEGRAM SENT OR BY DELIVERY, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE SIGNING OF THIS AGREEMENT.

SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.



# DIRECT ENERGY SOLAR RESIDENTIAL INSTALLATION CONTRACT

NOTICE OF CANCELLATION

DATE OF TRANSACTION: \_\_\_\_\_, 20\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY Direct Energy Solar OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO Direct Energy Solar AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF Direct Energy Solar REGARDING THE RETURN SHIPMENT OF THE GOODS AT Direct Energy Solar'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO Direct Energy Solar AND Direct Energy Solar DOES NOT PICK THEM UP WITHIN 20 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 Direct Energy Solar, OR IF YOU AGREE TO RETURN THE GOODS TO Direct Energy Solar AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

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

TO Direct Energy Solar

AT 15 AVENUE E, HOPKINTON, MASSACHUSETTS 01748, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_, 20\_\_\_\_ (insert date that is three business days after the date above).

I HEREBY CANCEL THIS TRANSACTION:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_



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### EXHIBIT B GUARANTEED POWER OUTPUT BY CONTRACT YEAR

Year	Power Production Guaranteed Price per kWh	Guaranteed Annual System Output (kWh)
1	\$0.212	8,482 kWh
2	\$0.218	8,440 kWh
3	\$0.224	8,398 kWh
4	\$0.231	8,356 kWh
5	\$0.238	8,314 kWh
6	\$0.245	8,273 kWh
7	\$0.253	8,231 kWh
8	\$0.260	8,190 kWh
9	\$0.268	8,149 kWh
10	\$0.276	8,108 kWh
11	\$0.284	8,068 kWh
12	\$0.293	8,027 kWh
13	\$0.302	7,987 kWh
14	\$0.311	7,947 kWh
15	\$0.320	7,908 kWh
16	\$0.330	7,868 kWh
17	\$0.340	7,829 kWh
18	\$0.350	7,790 kWh
19	\$0.360	7,751 kWh
20	\$0.371	7,712 kWh

The annual energy payment rate shall be the rate per kWh as set forth on the table above, with an annual increase of three percent (3.00%). For details on this production guarantee, see paragraph 4, "Limited Production Warranty" of the Warranties and Guarantees section of this Contract.



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