



APPLIED ENERGY INNOVATIONS

"We are your connection to the world of **green** energy"

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AEI Solar Site Assessment – 4 Easy steps

- 1) **Contact us to schedule appointment:** The first step towards any solar installation is a Solar Site Assessment (SSA). This is a professional analysis to estimate the future performance of a solar energy system, and is an essential step in solar system design. Most utility companies, states and organizations that offer any form of rebate, require the SSA to ensure productivity that meets expectations/guarantees and eligibility requirements.
- 2) **The Solar Site Analysis worksheet:** This is a computer engineered document based on site collected data. It is used to estimate the impact of tilt, orientation and external shading on how much solar energy your solar collectors can collect. The Total Solar Resource Fraction (TSRF) represents the fraction of energy a particular collector would receive when compared to one in the same city, but that has optimal tilt, orientation and no external shading.

What's included in an AEI Solar Site Assessment?

- 1) Travel time, insurance, equipment
- 2) Measure all roof areas, determine roof quality
- 3) Tilt and azimuth angle of photovoltaic modules
- 4) Determine yearly average output capacity
- 5) Determine Total Solar Resource Fraction (TSRF)
- 6) Establish location of components: inverters, tanks, array
- 7) Spec recommended design components: panels, inverters, combiner boxes
 - a. We will spec the most cost effective panels and converters unless Requested otherwise.
- 8) We will help you with the paperwork process to receive any state or utility rebates.

$$\delta = 23.45 \cdot \sin \left[\frac{360 \cdot (284 + n)}{365} \right]$$

$$\alpha = \arcsin(\sin L \sin \delta + \cos L \cos \delta \cosh)$$

$$\Phi = \arcsin \left(\frac{\cos \delta \sinh}{\cos \alpha} \right)$$

vh = ±15° (number of hours from/to solar noon)
n = day of the year

- 3) **Review of the Solar Site Analysis:** We will explain the results of your site analysis, typically 7-10 pages and address any concerns and questions you have. We will discuss the design and build of a system best suited for your site based on the results of the SSA. We will review your electrical consumption and calculate your future savings and return on investment (ROI).
- 4) **Installation of system:** Once we have reviewed and agreed upon the system, we will ask for a down payment to secure permits and begin the process of ordering equipment and materials to the job site. Your project will be entered into a schedule of installations and our project manager/general contractor will work with you through every step.

Applied Energy Innovations Standard Terms and Conditions For Professional Services:

By signing this, the client (you) agree to the Terms and Conditions and authorize our employees to enter property and access to roof. Terms of payment are due upon arrival to jobsite or delivery of Solar Site Assessment.

Signature

Date

Applied Energy Innovations

Standard Terms and Conditions

For Professional Services

Whereas, pursuant to the Parties' Agreement, Client desires AEI to provide, and AEI desires to provide, certain professional Services to Client as described in the Agreement. Now therefore, in consideration of the mutual promises set forth therein, Client agrees to be bound by the terms and conditions set forth below (the "Terms and Conditions"), which are incorporated by reference into the Agreement as if set forth fully therein.

1. APPLIED ENERGY INNOVATIONS RESPONSIBILITIES

1.01 SCOPE. AEI shall provide the Services set forth in the Parties' Agreement 'Solar Site Assessment'. AEI is authorized to begin the Services upon written or verbal notice to proceed. AEI Services are undertaken and performed in the sole interest of Client. **Disclaimer:** We will do our best to determine whether your site will have significant shading before we visit. If we arrive at your site and cannot find a location that is even remotely suitable for a solar power installation, we may consult with you and choose not to complete the entire analysis. If this happens, we may invoice you for just gas and our labor cost to make the trip.

1.02 STANDARD OF CARE. AEI agrees that the Services performed by AEI under the Agreement will meet the standard of care and skill exercised by reputable members of its profession practicing under similar conditions at the same time and in a similar locale. AEI makes no warranties, express or implied, under the Agreement (including these Terms and Conditions), in connection with AEI Services that we can guarantee any results, those other than above the threshold for acceptable shading analysis.

1.03 RESPONSIBILITY FOR ACCURACY. AEI shall be responsible for the technical accuracy of the Services and related work-product. AEI shall correct any material technical inaccuracies in its Services or related work-product without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in Client-furnished information or otherwise the fault of Client.

1.04 LIMITATION OF RESPONSIBILITY. AEI shall not supervise, direct, or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction used or selected on the Project. Furthermore, AEI shall not be responsible for the acts or omissions of any contractor, or their subcontractors or suppliers or for any of their agents or employees or any other persons furnishing or performing services related to the Project, or for any interpretations or clarifications of documents created by AEI hereunder made by Client or their contractors, subcontractors, or their suppliers or by any of Client's agents or employees without the consultation and advice of AEI.

2. CLIENT'S RESPONSIBILITIES

2.01 DUTY TO COOPERATE. Client acknowledges AEI's legal and ethical obligations with respect to public health and safety and will cooperate with AEI to help comply with these obligations. Moreover, Client shall not require AEI to sign any documents that would result in AEI having to certify, guarantee or warrant the existence of conditions the existence of which AEI cannot or is not required to ascertain.

2.02 DUTY TO PROVIDE ACCURATE, COMPLETE, AND TIMELY INFORMATION. Client agrees to provide AEI with any and all documents or information, including but not limited to, structural documents, 12 month electrical statements and meter number and premis number of utility provider. Client shall be responsible for, and AEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to AEI under the Agreement. AEI may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay AEI's Services.

3. SCHEDULE

3.01 TIME. AEI's Services and Fees under the Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Specific periods of time for rendering Services or specific dates by which the Services are to be completed are set forth to the Agreement. A SSA can generally take four hours or more with time needed with the client to discuss solar options and navigate the any required rebate paperwork.

3.02 SUSPENSION. If Client fails to give prompt written authorization to proceed with any phase of the Services after completion of the immediately preceding phase, or if the Services are delayed through no fault of AEI, AEI may, after giving seven (7) days' written notice to Client, suspend the Services under the Agreement.

If the Services are delayed or suspended in whole or in part by Client for more than sixty (60) days through no fault of AEI, AEI shall be entitled to an equitable adjustment of compensation and schedule, to reflect the reasonable costs incurred by AEI in connection with, among other things, such delay or suspension and reactivation.

4. APPLIED ENERGY INNOVATIONS COMPENSATION

4.01 FEES. Client shall compensate AEI for Services performed on the terms set forth in the Agreement. All other Services not specifically detailed therein shall be considered "Additional Services," and, unless otherwise set forth in the Agreement, shall entitle AEI to additional compensation calculated on an hourly basis under AEI's current fee schedule in effect (as may be reasonably adjusted on an annual basis). AEI current Fee schedule shall be residential projects at \$250 and commercial projects to start at \$400.

4.02 REIMBURSABLE EXPENSES. In addition to the payments provided for in Paragraph 4.01, Client shall pay AEI for Reimbursable Expenses incurred by AEI and AEI's consultants, if any (the "Consultants") as set forth in the Agreement. Examples of reimbursable expenses could included travel cost.

4.03 INVOICES. Invoices will be prepared in accordance with AEI's standard invoicing practices and be submitted to Client by AEI on a monthly basis. Invoices are due and payable upon receipt. If Client fails to make such payment within thirty (30) days after receipt, AEI will charge interest at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the date the invoice was received. In addition, AEI may, after giving seven (7) days' written notice to Client, suspend the Services until AEI has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

4.04 DISPUTED INVOICES. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

4.05 PAYMENTS UPON TERMINATION. In the event of any termination under Article 5, AEI will be entitled to invoice Client and will be paid for Services performed and all Reimbursable Expenses incurred through the effective date of termination.

4.06 RECORDS OF AEI'S COSTS. Records of AEI's costs pertinent to AEI's compensation under the Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify AEI's charges and upon Client's reasonable request, copies of such records will be made available to Client at Client's cost.

4.07 CHANGES IN LAWS OR REGULATIONS. In the event of changes in applicable laws or regulations after the Effective Date of the Agreement that impose taxes, fees, or costs on AEI's Services or other costs in connection with the Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by Client as a Reimbursable Expense. Should such taxes, fees, or costs be imposed, they shall be in addition to AEI's estimated Fees.

5. TERMINATION

5.01 TERMINATION FOR CAUSE. The obligation to provide further Services under the Agreement may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. However, the Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Where Services have been so terminated by either party, the termination will not affect any rights or remedies of either party against the other then existing or which may thereafter accrue.

5.02 CLIENT'S TERMINATION FOR CONVENIENCE. The obligation to provide further Services under the Agreement may be terminated for convenience by Client effective upon the receipt of notice by AEI.

5.03 TERMINATION BY AEI. In addition to the rights set forth in Paragraph 5.01 above, the obligation to provide further Services under the Agreement may be terminated by AEI upon seven (7) days' written notice if (a) AEI believes that AEI is being requested by Client to furnish or perform Services contrary to AEI's responsibilities as a licensed professional; (b) Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court; or (c) upon seven (7) days' written notice if AEI's services are delayed or suspended for more than sixty (60) days for reasons beyond AEI's control. AEI shall have no liability to Client on account of a termination under Paragraph 5.03.

6. DOCUMENTATION

6.01 CLIENT USE OF AEI DOCUMENTS. All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by AEI pursuant to the Agreement (the "Documents") are instruments of service in respect to this Project, and AEI shall retain an ownership and property interest therein (including the right of reuse at the discretion of AEI) whether or not the Project is completed. Notwithstanding the foregoing, AEI hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize AEI's Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof and Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by AEI, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to AEI, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless AEI, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle AEI to further compensation at rates to be mutually agreed upon by the Parties.

6.02 DRAFTS. Client agrees not to use or permit any other person to use plans, Documents, drawings, or other work-product prepared by AEI, which plans, Documents, drawings or other work-product are not final and which are not signed and stamped or sealed by AEI. Client agrees it shall be liable and responsible for any such use of non-final plans, Documents, drawings or other work-product not signed and stamped or sealed by AEI and waives liability against AEI for its use.

6.03 ELECTRONIC MEDIA. Copies of data furnished by Client to AEI or by AEI to Client that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or of other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring Documents in electronic media format, no representations are made by either party as to long term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those agreed to by the Parties at the beginning of this Project. AEI shall not be responsible to maintain Documents stored in electronic media format after acceptance by Client.

7. INSURANCE AND INDEMNIFICATION

7.01 INSURANCE. AEI will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this Article 7 shall include the specific coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation:	Statutory Limits in state where Project is located
Commercial Gen. Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate
Prof. Errors and Omissions:	\$1,000,000 per claim \$1,000,000 general aggregate

Upon Client's request, AEI shall deliver to Client certificates of insurance evidencing the coverage set forth above.

7.02 COMPARATIVE NEGLIGENCE. To the fullest extent permitted by law, AEI's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by AEI's negligence and in part by the negligence of Client or any other negligent entity or individual under the Agreement or in any way relating to the Services, shall not exceed the percentage share that AEI's negligence bears to the total negligence of Client, AEI, and all other negligent entities and individuals.

7.03 COOPERATION REGARDING COVERED CHANGES. Client recognizes that certain minor changes may be required to be made as a result of, in whole or part, ambiguities, inconsistencies, incompleteness, and/or slight or minor inaccuracies in the drawings, specifications, and other design documentation furnished by AEI or other Services performed or furnished under the Agreement (the "Covered Changes"). Client agrees to promptly notify AEI and the Parties agree to cooperate in good faith to determine whether such Covered Changes shall be made by AEI. Client shall not make a claim directly or indirectly against AEI with respect to the costs of Covered Changes, unless Client has promptly informed AEI of the Covered Changes and has attempted in good faith to reach an agreement with AEI regarding same. Nothing in this provision changes the professional liability standard for determining if AEI is liable for the cost of such Covered Changes.

7.04 MUTUAL EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement (including these Terms and Conditions), the Parties and their officers, directors, employees, agents, and Consultants shall not be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or resulting from the Project, the Services or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied.

7.05 AEI'S LIABILITY LIMITED TO THE AMOUNT OF ITS COMPENSATION. To the fullest extent permitted by law, and notwithstanding any other provision of the Agreement (including these Terms and Conditions), the total liability, in the aggregate, of AEI and AEI's officers, directors, employees, agents, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Project, the Services or the Agreement from any cause or causes shall not exceed the total compensation received by AEI under the Agreement. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law.

8. SITE CONDITIONS

8.01 CLIENT'S REPRESENTATIONS. Client represents and warrants to AEI that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at or near the Site. A "Hazardous Environmental Condition" hereunder shall mean the existence of any substance, product, waste, or other material of any nature (including, but not limited to asbestos, petroleum, radioactive material, and PCBs), which is or becomes listed, regulated, or addressed under the: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 ("CERCLA"), (b) the Hazardous Materials Transportation Act, (c) the Resource Conservation and Property Recovery Act, (d) the Toxic Substances Control Act, (e) the Clean Water Act, (f) the Clean Air Act, and (g) any other federal, state, or local statute, law, rule, regulation, order, or decree relating to or imposing liability or standards concerning any hazardous, toxic, or dangerous waste, substance or material. Client represents and warrants that it has disclosed to the best of its knowledge to AEI the existence of any and all Hazardous Environmental Conditions at or near the Site, including type, quantity and location.

8.02 AEI'S OBLIGATION TO NOTIFY. If a Hazardous Environmental Condition is encountered or alleged, AEI shall have the obligation to notify Client and, to the extent required by applicable laws or regulations, appropriate governmental officials.

8.03 AEI'S RIGHT TO SUSPEND OR TERMINATE SERVICES. It is acknowledged by both Parties that AEI's Services do not include any Services related to a Hazardous Environmental Condition. In the event AEI or any other party encounters a Hazardous Environmental Condition, AEI may, at its option and without liability for damages, suspend performance of the Services on the portion of the Project affected thereby until Client: (i) identifies and, as appropriate, abates, remediates, or removes the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable laws or regulations. If AEI's Services cannot be performed because of a Hazardous Environmental Condition, AEI may terminate the Agreement for cause on thirty (30) days' notice.

9. GENERAL

9.01 AMENDMENT. The Agreement (including these Terms and Conditions) may only be amended, supplemented, modified, or canceled by a written instrument signed by the Parties.

9.02 ASSIGNMENT. Neither Client nor AEI may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement (including these Terms and Conditions).

9.03 CONSULTANTS. AEI may employ any Consultants AEI deems necessary to assist in the performance or furnishing of AEI's services. AEI shall not be required to employ any Consultant unacceptable to AEI. AEI makes no warranties under the Agreement (including these Terms and Conditions), or otherwise, in connection with services provided by AEI's Consultants.

9.04 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. AEI and Client shall comply with all applicable laws or regulations. The Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date may be the basis for modifications to Client's responsibilities or to AEI's Services, times of performance, or compensation.

9.05 CONTROLLING LAW. The Agreement (including these Terms and Conditions) are to be governed by North Dakota law. Any dispute between the Parties that cannot be resolved through alternative dispute resolution shall be venued in a court of competent jurisdiction in Fargo, North Dakota.

9.06 ENTIRE AGREEMENT. The Agreement (including these Terms and Conditions) constitutes the entire agreement between Client and AEI and supersedes all prior written or oral understandings.

9.07 DISPUTE RESOLUTION. The Parties agree to submit all disputes between them to mediation prior to exercising their rights under the Agreement or under law.

9.08 HEADINGS. The headings used in these Terms and Conditions are for general reference only and do not have special significance.

9.09 NOTICES. Any notice required under the Agreement (including these Terms and Conditions) shall be made in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

9.10 SEVERABILITY. Any provision or part of the Agreement (including these Terms and Conditions)

held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement (including these Terms and Conditions or any part thereof) shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.11 SUCCESSORS AND ASSIGNS. Client and AEI together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement (including these Terms and Conditions).

9.12 SURVIVAL. All express representations, indemnifications, or limitations of liability included in the Agreement (including these Terms and Conditions) will survive their completion or termination for any reason.

9.13 THIRD PARTY OBLIGATIONS. Nothing contained herein shall create any obligation or contractual relationship with any third party unless express written in a separate contract or amendment.

9.14 WAIVER. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement (including these Terms and Conditions).

9.15 ATTORNEYS' FEES. If any legal action or proceeding is brought by AEI to enforce the Agreement (including these Terms and Conditions), AEI shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (including, without limitation, expert witness fees), in addition to any other relief to which AEI may be entitled.