

SOLAR INSTALLATION AGREEMENT

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This Solar Installation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[INSTALLER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [INSTALLER ADDRESS] and holding contractor license no. [LICENSE NUMBER] ("**Installer**"); and

[HOMEOWNER NAME(S)], residing at [HOMEOWNER ADDRESS] ("**Owner**").

Installer and Owner are each a "**Party**" and together the "**Parties**."

Recitals. Owner owns or controls the real property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to have a solar photovoltaic energy system designed, supplied, and installed at the Property. Installer is in the business of designing and installing such systems and is willing to perform the work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Work and System Description

1.1 The System. Installer will furnish and install a solar photovoltaic energy system (the "**System**") consisting of approximately [NUMBER] panels with a nameplate capacity of approximately [SYSTEM SIZE, e.g. 8.5 kW DC], [NUMBER] inverter(s) of type [INVERTER TYPE], mounting hardware, conductors, disconnects, monitoring equipment, and [OPTIONAL: battery storage of MODEL / capacity], all as further described in the design documents attached as **Exhibit A**.

1.2 Work included. The "**Work**" includes site assessment, system design, permitting submissions, supply of equipment, mechanical and electrical installation, interconnection coordination with the utility, system commissioning, and a demonstration of operation to Owner.

1.3 Work excluded. Unless stated in Exhibit A, the Work does not include roof repair or replacement, structural reinforcement, electrical panel upgrades, tree removal, removal of existing equipment, or remediation of pre-existing code violations. Installer will notify Owner if any excluded work appears necessary before proceeding.

1.4 Standards. Installer will perform the Work in a good and workmanlike manner, in accordance with the manufacturer's installation instructions, the approved permit set, and all applicable building, electrical, and fire codes in effect in [COUNTY, STATE].

2. Site Assessment and Permits

2.1 Site conditions. Installer's design and price are based on the site conditions observed during the assessment. If concealed or unforeseen conditions (for example, inadequate roof structure, deteriorated wiring, or asbestos) are discovered, Installer will stop affected Work and provide Owner a written change order under

Section 6 before proceeding.

2.2 Permits and approvals. Installer will prepare and submit the building and electrical permit applications and the utility interconnection application. Owner will sign promptly any applications, authorizations, or homeowner-association forms that require Owner's signature.

2.3 Inspections. Installer will schedule and attend the inspections required to obtain permit sign-off and permission to operate. Owner will provide reasonable access to the Property for inspections.

2.4 Owner cooperation. Owner will provide accurate information about the Property, including any liens, easements, or association rules, and will disclose any known roof, electrical, or structural defects before Work begins.

3. Schedule

3.1 Start and completion. Installer will begin installation on or about [START DATE] and substantially complete installation within [NUMBER] business days, subject to permit issuance, utility approval, weather, and material availability.

3.2 Permission to operate. The Parties acknowledge that final energization depends on utility and authority-having-jurisdiction approvals that are outside Installer's control. Installer will pursue those approvals diligently but does not guarantee a specific energization date.

3.3 Delays. Timelines are extended by delays caused by Owner, by changes in scope, by inspection or utility backlogs, or by events under Section 11.

4. Price and Payment

4.1 Contract price. Owner will pay Installer a total contract price of [TOTAL PRICE] for the Work, exclusive of taxes unless stated otherwise.

4.2 Payment schedule. Owner will pay: (a) a deposit of [AMOUNT OR %] on signing; (b) [AMOUNT OR %] on delivery of equipment to the Property; and (c) the balance on substantial completion. Local law may limit the size of an up-front deposit a contractor may collect; the deposit above will not exceed any applicable limit in [STATE].

4.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

4.4 Incentives and financing. Owner is solely responsible for confirming eligibility for any tax credit, rebate, or incentive. Installer makes no representation about the amount or availability of any incentive, and the contract price is not contingent on Owner receiving any incentive unless stated in Exhibit A.

4.5 Liens. Installer will keep the Property free of mechanics' liens for amounts Owner has paid and will provide lien waivers on request to the extent required by applicable law.

5. Production Estimate and Disclaimer

5.1 Estimate. Installer estimates the System will produce approximately [NUMBER] kWh in its first year, based on the design assumptions in Exhibit A.

5.2 Not a guarantee. Actual production depends on weather, shading, soiling, utility availability, and Owner's usage, and Installer does not guarantee any specific level of production or utility-bill savings unless a separate written production guarantee is signed.

5.3 Owner acknowledgment. Owner acknowledges that the estimate is a good-faith projection and not a promise of financial result.

6. Changes

6.1 Change orders. Any change to the scope, equipment, price, or schedule must be documented in a written change order signed by both Parties before the changed Work proceeds.

6.2 Pricing of changes. A change order will state the effect of the change on the contract price and the schedule. Installer is not obligated to perform out-of-scope Work until a change order is signed.

7. Warranties

7.1 Workmanship warranty. Installer warrants its installation workmanship, including roof penetrations and water-tightness of penetrations it made, against defects for **[NUMBER, e.g. 10]** years from substantial completion.

7.2 Manufacturer warranties. Equipment is covered by the manufacturers' warranties, which Installer will pass through to Owner. Installer will provide warranty documentation on completion.

7.3 Remedy. During the workmanship warranty period, Installer will repair defects in its workmanship at no charge. This warranty excludes damage from Owner misuse, alteration by others, acts of nature, or work performed by others on the roof or System.

7.4 No other warranties. Except as expressly stated, Installer disclaims all other warranties to the extent permitted by applicable consumer-protection law.

8. Owner Responsibilities

8.1 Access and utilities. Owner will provide safe, unobstructed access to the roof, attic, electrical panel, and work areas, and will provide water and electricity at the Property during the Work.

8.2 Personal property. Owner will move or protect personal property near the work areas. Installer will use reasonable care to avoid damage.

8.3 Maintenance. After completion, Owner is responsible for routine maintenance and for not modifying the System in a way that voids a warranty.

9. Risk of Loss, Insurance, and Indemnity

9.1 Insurance. Installer will maintain general liability and workers' compensation insurance as required by applicable law and will provide a certificate on request.

9.2 Risk of loss. Risk of loss for equipment passes to Owner on substantial completion, except for loss caused by Installer's negligence before that date.

9.3 Indemnity. Each Party will indemnify the other against third-party claims for bodily injury or property damage to the extent caused by the indemnifying Party's negligence or willful misconduct, subject to applicable law.

10. Limitation of Liability

10.1 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, or consequential damages, including lost energy savings or lost incentives, except for the excluded matters in Section 10.3.

10.2 **Cap.** Except for the excluded matters in Section 10.3, Installer's total liability will not exceed the contract price actually paid by Owner.

10.3 **Exclusions from the cap.** The limitations above do not apply to bodily injury, damage caused by gross negligence or willful misconduct, or liability that may not be limited under applicable consumer-protection law.

11. Force Majeure, Termination, and General Provisions

11.1 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, supply shortages, and governmental action, provided it gives prompt notice and mitigates.

11.2 **Owner cancellation rights.** Owner may have a statutory right to cancel this Agreement within a short period after signing under applicable consumer-protection law. Any such right is described in **[NOTICE OF CANCELLATION / STATE-REQUIRED DISCLOSURE]** and is not waived by this Agreement.

11.3 **Termination for cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after written notice. On termination, Owner will pay for Work performed and non-returnable materials ordered through the termination date.

11.4 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the courts located in **[COUNTY, STATE]**.

11.5 **Dispute resolution.** The Parties will attempt in good faith to resolve any dispute through discussion before filing suit. **[OPTIONAL: mediation or arbitration clause — discuss with counsel.]**

11.6 **Entire agreement; amendment.** This Agreement and its Exhibits are the entire agreement on their subject and may be amended only in a writing signed by both Parties.

11.7 **Severability; waiver.** If any provision is unenforceable, the rest remains in effect, and no failure to enforce is a waiver.

11.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INSTALLER

OWNER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[N/A]**

Date: _____

Date: _____

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