

## Distributed Renewable Generator Maintenance Agreement

This Solar Electric System Maintenance Agreement is between the undersigned Officer(s) and or Employees of Hopkins County Texas , (hereafter known as "Owner"), and the undersigned Contractors (hereafter known as "Contractors") and governs the maintenance of a Distributed Renewable Generator (hereafter known as "DRG").

The Locations Referred to Are:

1200 Houston Street, Sulphur Springs, Texas 75482

298 Rosemont Street, Sulphur Springs, Texas 75482

- 1 Statement of Intent
  - 1.1 The purpose of this agreement is to ensure that both the Owner and the Contractors feel secure from risks and liabilities beyond their control and a standard of fairness and equity is established governing unforeseen events during the install process of a DRG.
- 2 Contractor Liability
  - 2.1 Construction materials, electrical materials and equipment, and the tools required to install them have related operational safety risks; Contractors assume those risks for their persons and their personnel (i.e. sub-contractors and employees).
  - 2.2 The Contractors work at their own risk, with their own equipment, which is only to be used by Contractors or assigned personnel, in order to minimize accidents and property damage.
  - 2.3 Any equipment that the Owner provides will be used with utmost care and in the manner dictated by the owner. However, Contractors are not liable for damages, equipment failure, or personal loss resulting from Owner's equipment being used at Owners directions.
  - 2.4 If an Owner chooses to participate in the installation in any way, he/she does so at their own risk. Owner agrees to indemnify and hold the Contractors blameless for any and all damage, loss and injury, direct and consequential related to any owner participation in the installation.
- 3 Owner Liability
  - 3.1 It is the Owner's responsibility to ensure that all Owner's property, live or inanimate, that could present a personal safety risk to the Contractors, is properly managed to prevent harm or delay to Contractors.
  - 3.2 Prior to the install, the Owner agrees to disclose all known hazards which could pose a safety risk to Contractors.
  - 3.3 The Owner agrees that Contractors may choose to delay maintenance for safety concerns until remedied in a manner designated by the Contractors.
  - 3.4 The installed system can be HIGHLY dangerous or LETHAL in a situation where an inexperienced, untrained, or unauthorized person performs any procedure/stunt that the Contractors do not specifically condone in writing. The owner accepts all liability in any case, of any kind when the system is maintained, worked on, or adjusted by any personnel other than the Contractors or their employees, agents and sub-contractors.
- 4 Payment
  - 4.1 Contractors are paid up front for the full amount of the Maintenance contract within 14 days of the beginning of each year that the owner wants to renew the maintenance contract; if the contractors perform any repair work on the system they will be paid in full by the Owner within 30 days of delivering an invoice for the said repair
    - 4.1.1 The contractors agree to pass through costs for all parts and outsource labor required for any repair, the contractors will add a 10% oversight and processing fee to the total amount of pass through repair expenses.
      - 4.1.1.1 Outsource labor is defined as any labor required to complete a repair that is not furnished by the undersigned contractors
    - 4.1.2 The contractors will bill their own repair labor hours at a fixed rate of 30 dollars per hour.

4.1.3 Owner will pay using either cash, money order, Wire Transfer, PayPal Funds Transfer or approved check.

5 5 Weather/Timing

- 5.1 All efforts will be made by Contractors to complete the contracted job as quickly as possible. Owner fully understands that, due to the weather dependent nature of DRG installation, considerable amounts of time can be lost to adverse weather and acts of God.
- 5.2 The Owner understands that time dependent monetary incentives may be lost due to unforeseen weather and materials sourcing complications.
- 5.3 The Contractors are not responsible in any way to indemnify owner if time dependent incentives are lost for the above reasons.

6 Contractors' Maintenance Obligations

- 6.1 The contractors agree to provide the following services in section 6 of this agreement for a period of 12 months.
- 6.2 The Contractors agree to provide the labor required setup a remote monitoring system that tracks the production of the DRG; moreover, they agree to utilize the said remote monitoring system on at least a weekly basis to ensure that the DRG is at maximum operational efficiency
- 6.3 Contractors agree to check on the system electrical components, clean out the inverter fan screens, and test and clean the inductors at least once every quarter.
- 6.4 Contractors agree to oversee and assemble the parts, tools and, if required, outsource labor necessary to restore the system to operational capacity in the case of an equipment failure.
  - 6.4.1 In a repair case, Contractors will be paid for their own labor, parts and outsource labor as specified in section 4 of this agreement
- 6.5 the contractors agree to maintain liability insurance of at least \$1 Million USD per incident when they or any of their subcontractors are working on the premises.
- 6.6 If this maintenance agreement is terminated for any reason (i.e. incapacitation, personally involved catastrophe or debilitating injury), by any party, the contractors agree to refund the cost of this agreement on a pro-rated basis of \$200 per remaining month.

Total Agreement Cost: \$ 4000

Owner(s): <i>Robert Newson</i>	Date: <i>2-24-2020</i>
<i>County Judge</i>	
Contractors:	