

vivint. solar

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RESIDENTIAL POWER PURCHASE AGREEMENT

This RESIDENTIAL POWER PURCHASE AGREEMENT (this "Agreement") is entered into by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("We", "Us", "Our") and the undersigned Customer(s) ("You", "Your"), as of the Transaction Date set forth below.

Customer(s):	Full Name (First, MI, Last) Property Owner: ☐ Yes ☐ No	Full Name (First, MI, Last) Property Owner: ☐ Yes ☐ No
	Telephone No.	Telephone No.
Property Address:	Street Address:	City, County, State, Zip:
	City, County, State, Zip:	

1. SERVICES

A. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED. We will design, install, service and maintain a solar photovoltaic system on Your Property, which will include all solar panels, inverters, meters, and other components (collectively, the "System"), as further described in the Customer Packet and the Work Order that We will provide to You hereafter. All material portions of the System will be installed by Our employed technicians and electricians, and not subcontractors. With Your cooperation, We will (i) design, install and connect the System in material compliance with all applicable laws; (ii) complete all required inspections; and (iii) obtain all required certifications and permits. In order to design a System that meets Your needs, You agree that We may obtain Your electrical usage history from Your electric utility (the "Utility") and You shall provide Us with copies of Your Utility bills as We may reasonably request. Other than the activation fee described in Section 1.B, We will design and install the System at no cost to You.

B. ACTIVATION. You agree to pay Us a one-time activation fee in the amount of \$15. We will interconnect the System with the Utility, and cause the System to generate energy measured in kilowatt hours ("kWh") (the "Energy"). Installation of the System generally takes one day and is anticipated to begin and be substantially complete between two (2) and six (6) weeks hereafter.

C. OWNERSHIP OF SYSTEM. We shall own the System as Our sole personal property. You will have no property interest in the System.

D. OPERATIONS AND MAINTENANCE. We will operate and maintain the System (i) at Our sole cost and expense; (ii) in good condition; and (iii) in material compliance with all applicable laws and permits and the Utility's requirements.

E. INSURANCE. We carry commercial general liability insurance, workers' compensation insurance, and property insurance on the System. For more information concerning Our insurance, and to obtain a copy of Our certificate of insurance, please visit: www.vivintsolar.com/insurance.

2. TERM, PRICE, PAYMENTS, AND FINANCIAL DISCLOSURES

A. ENERGY PRICE. For all Energy produced by the System, You shall pay Us \$0.15 per kWh (the "Energy Price"), plus applicable taxes. The Energy Price shall increase each year by two and nine-tenths percent (2.9%). A good faith estimate of the System output, measured in kilowatt hours, will be provided to You in the Customer Packet. THIS AGREEMENT IS FOR THE SALE OF ENERGY BY US TO YOU AND NOT FOR THE SALE OF A SOLAR ENERGY DEVICE.

B. TERM. This Agreement shall be effective as of the Transaction Date and continue until the twentieth (20th) anniversary of the In-Service Date (the "Term"). The "In-Service Date" shall be the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the Utility, and (iv) all inspections and certificates required under applicable law or by the Utility have been completed or received.

C. PAYMENTS. Beginning with the first month following the In-Service Date and throughout the Term, We will send You an invoice reflecting the charges for Energy produced by the System in the previous month. You shall make monthly payments to Us by automatic payment deduction from Your designated checking account or credit card. It is Your responsibility to ensure that there are adequate funds or adequate credit limit. There is no financing charge associated with this Agreement. For all payments more than ten (10) days past due, We may impose a late charge equal to Twenty-Five Dollars (\$25) and interest at an annual rate of ten percent (10%), plus applicable taxes. If You continue to fail to make any payment within ten (10) days after We give You written notice, then We may exercise all remedies available to Us pursuant to Section 13(b).

D. RENEWAL. At the end of the Term, You may elect to (i) continue with this Agreement on a year-to-year basis; (ii) enter into a new Agreement with Us and cancel this Agreement; (iii) purchase the System at the end of the Term and cancel this Agreement (the "Purchase Option"); or (iv) cancel this Agreement and have the System removed at no cost to You. You will need to notify Us in writing concerning Your election sixty (60) days prior to the end of the Term. If You elect the Purchase Option, the "Purchase Option Price" will be the then-current fair market value of the System based on an independent appraiser's valuation of similarly sized photovoltaic systems in Your geographic region. The appraiser's valuation will be provided to You in writing and will be binding. If We receive Your payment of the Purchase Option Price, costs of the appraisal, applicable taxes, and all other amounts then owing and unpaid hereunder, We will transfer ownership of the System to You at the end of the Term on an "As Is, Where Is" basis. If You elect to have the System removed, We will remove the System from Your Property within ninety (90) days after the end of the Term. **IF YOU DO NOT NOTIFY US OF YOUR ELECTION TO CANCEL BY SENDING A WRITTEN NOTICE TO US, THEN THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE RENEWAL TERM.**

E. CREDIT CHECK. In connection with the execution of this Agreement and at any time during the Term, You hereby authorize Us to (i) obtain Your credit rating and report from credit reporting agencies; (ii) to report Your payment performance under this Agreement to credit reporting agencies; and (iii) disclose this and other information to Our affiliates and actual or prospective lenders, financing parties, investors, insurers, and acquirers.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE. YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE (888) 567-8688. SEE PRESREEN & OPT-OUT NOTICE (SECTION 29) BELOW FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.

3. LIMITED WARRANTY

A. LIMITED INSTALLATION WARRANTY. We provide a workmanship warranty that the System shall be free from material defects in design and workmanship under normal operating conditions for the Term. We further warrant that all rooftop penetrations We install shall be watertight as of the date of installation. We do not provide any warranty to You with respect to any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, this limited installation warranty. This warranty does not cover problems resulting from exposure to harmful materials and chemicals, fire, flood, earthquake, or other acts of god, vandalism, alteration of system by anyone not authorized by Us, or any other cause beyond Our control.

B. MANUFACTURERS' WARRANTIES. The System's solar modules carry a minimum manufacturer's warranty of twenty (20) years as follows: (a) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (b) during the first twenty (20) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The System's inverters carry a minimum manufacturer's warranty of ten (10) years against defects or component breakdowns. During the Term, We will enforce these warranties to the fullest extent possible.

C. DISCLAIMER OF WARRANTY. EXCEPT AS SET FORTH IN THIS SECTION 3, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM, THE PRODUCTION OR DELIVERY OF ENERGY, OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 3.C. AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

4. REMOVAL OF THE SYSTEM

You shall not make any Alterations (as defined in Section 9(c)) to the System. If You want to make repairs or improvements to Your Property that require the temporary removal of the System or that could interfere with its performance or operation, You must give Us at least thirty (30) days' prior written notice (a "Customer-Requested Shutdown"). You agree that any repair or improvement to Your Property shall not materially alter Your roof where the System is installed. As compensation for Our removal, storage, and reinstallation of the System, You agree to pay to Us a fee equal to Four Hundred and Ninety-Nine Dollars (\$499) before We remove the System. You shall be required to pay the Shutdown Payment (as defined in Section 15) if the System is not reinstalled within thirty (30) days of removal. In the event of an emergency affecting the System, You shall contact Us immediately. If We are unable to timely respond, You may (at Your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by Your contractor.

5. ARBITRATION OF DISPUTES

Most customer concerns can be resolved quickly and amicably by calling Our customer service department at (877) 404-4129. If Our customer service department is unable to resolve Your concern, You and We agree to resolve any Dispute (as defined below) through binding arbitration or small claims court instead of courts of general jurisdiction. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT (i) YOU ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY; AND (ii) YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. You and We agree to arbitrate all disputes, claims and controversies arising out of or relating to