



**James Showalter Solar Installs**  
Non-Profit Organization Incentive Awardt

Organization Name:	Hopkins County, TX
Project Address:	1286 Texas ST, Sulphur Springs, TX
Project kW Capacity:	51.6
Project Capital Cost:	\$73,515
Incentive Value	\$20,911

**II. Host Customer and Service Provider Acknowledgements**

James Showalter ("Service Provider") intends to install energy efficiency measures at facilities owned and/or operated by \_\_\_\_\_ ("Host Customer") at the address(es) ("Project Site(s)") listed above (the "Project"). The Service Provider is implementing the Project as part of a privately funded community focused outreach program. In consideration of participation in the Non-Profit Organization Incentive Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Service Provider and Host Customer agree as shown below.

**III. Host Customer Agreements**

Host Customer Represents that they are a governmental/non profit organization with no access to industry standard tax incentives.

Host customer acknowledges that this incentive cannot be transferred, refunded as cash and can only be applied against costs on a job of the listed capacity installed and invoiced to the Host Customer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Host Customer**

Signature:	
Print Name:	Robert Newsum
Title:	County Judge
Company:	Hopkins County
Date :	6-3-19
Phone	(903) 438-4006

**Service Customer**

Signature:	
Print Name:	James Showalter
Title:	
Company:	James Showalter
Date:	

# Solar Electric Installation Agreement

This installed services agreement is between the undersigned Facility /Operation Agent(s), (hereafter known as "County"), and the undersigned Installers (hereafter known as "Installers") and governs the installation of a solar electric power generating system (hereafter known as "DRG").

## 1. Statement of Intent

1.1. The purpose of this agreement is to ensure that both the County and the Installers 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. Installer Liability

2.1. Construction materials, electrical materials and equipment, and the tools required to install them have related operational safety risks; Installers assume all of those risks for their persons and their personnel (i.e. sub contractors and employees).

2.2. The Installers work at their own risk, with their own equipment, which is only to be used by Installers or assigned personnel, in order to minimize accidents and property damage.

2.3. Any equipment that the County provides will be used with utmost care and in the manner dictated by the County. However, Installers are not liable for damages, equipment failure, or personal loss resulting from County's equipment being used at County's directions.

2.4. If the County, or one of their agents chooses to participate in the installation in any way, he/she does so entirely at their own risk. County agrees to indemnify and hold the Installers blameless for any and all damage, loss and injury, direct and consequential related to any County participation in the installation.

2.5. The installers agree to resolve any safety concerns brought to their attention by the county in as timely fashion as possible.

## 3. County Liability

3.1. It is the County's responsibility to ensure that all County's property, live or inanimate, that could present a personal safety risk to the Installers, is properly managed to prevent harm or delay to Installers.

3.2. Prior to the install, the County agrees to disclose all known job site hazards which could pose a safety risk to the Installers.

3.3. The County agrees that Installers may choose to delay the job for safety concerns until remedied in a manner designated by the Installers.

3.4. The County Agrees to notify the installers within 24 hours of any safety hazards that the believe the installers are causing during the installation and inspection of the project

## 4. Payment

4.1. The Installers agree to completely install the 51.6kW DRG for \$73,515.00

The Installers recognize three incentives that will pay for this system on the County's behalf

1. the Oncor EEPM Commercial solar incentive for \$31,693

2. The Installers' own Community Safety and welfare benefit incentive for \$20,911.00

3. The Installers' own Non-Profit Benefit Incentive for \$20,911.00

The net cost to the County after all of these incentives will be \$0.00

The Installers personally guarantee the above incentives and will in no case hold the County responsible for payment of any kind if any of the above incentives fail to pay the installers

## 5. Weather/Timing

5.1. All efforts will be made by Installers to complete the contracted job as quickly as possible.

County 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 involving members of the Installers' crew and/or supply team.

5.2. The County understands that time dependent monetary incentives may be lost if the county fails to grant access to the facility during the installation period

5.3. The Installers are not responsible in any way to indemnify County if time dependent incentives are lost for the above reasons.

5.4. The Installers have 150 days from the signing of this contract to complete the DRG installation, during that time the County Agrees to provide all access deemed necessary by the Installers and

their agents/subcontractors in a timely fashion and with respect to the time sensitive deadlines that the installers need to meet

6. System Performance

- 6.1. The System Performance data was derived from data supplied through the U.S. Department of Energy. This agency makes it clear that yearly and monthly weather conditions fluctuate and that their numbers are averages over 10 years; System yield can vary by year upwards of 10%. In light of these statements we strive to make it abundantly clear that in no circumstances any particular yields are promised. The County takes upon itself the responsibility to fully research the yield data and consider whatever potential consequences in their particular situation. Under no circumstances will the installers be liable for any loss, of any kind, resulting from yield fluctuation due to weather fluctuation of any sort.
- 6.2. The electrical equipment installed is standard to the residential solar industry, and is not designed for Hazardous Locations (HAZLOCs) and, according to NEC article 501, are not to be operated in areas where flammable gases, vapors, or dusts occur. (i.e. dusts that can come from charcoal, hay, feed, straw, ect.) it is the County's responsibility to hold insurance protecting property and personnel from losses related to fire. The County agrees that installers are not liable for any loss caused by any fire, of any kind, for any of the above reasons.
- 6.3. The installed system can be HIGHLY dangerous or LETHAL in a situation where an inexperienced, untrained, or unauthorized person performs any procedure that the installers or equipment manufacturers do not specifically condone in writing. The County accepts all liability in any case, of any kind when the system is maintained, worked on, or adjusted by any personnel other than the installers or their employees, agents and sub contractors.

7. Warranty

- 7.1. The Installers offer no warranty in this contract beyond the successful inspection by the utility company

Total Job Cost: \$ 73,515.00

County Agent(s): <u>Robert Newsom</u> Date: <u>6-3-19</u>	
Name	<u>Robert Newsom</u>
Title	<u>Hopkins County Judge</u>

Installers:
<u>Paul Smith</u>
<u>John Smith</u>

Job Specifications Overview:

- 51.6 kW total solar array capacity
  - 42.3kW of inverter capacity
- Panels will be roof mounted to the site