



# Emerald Coast Solar



**WE PUT THE POWER OF THE SUN TO WORK FOR YOU!**

## **Emerald Coast Solar**

### **Premium Service Contract**

**Emerald Coast Solar agrees to provide**

**the following services for your solar system:**

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#### **Section 1**

##### **Guaranteed response times:**

- 1) Emerald Coast Solar guarantees to be at your solar system location within 48 hours of our response to notification of a service issue, unless other arrangements are mutually agreed upon.
- 2) If Emerald Coast Solar fails to fulfill its obligations under section one subsection 1 above, Emerald Coast Solar will compensate the system owner with \$50.00 pesos for each 24-hour period or portion thereof beyond the first 48 hours until such time as Emerald Coast Solar does arrive at the solar system location.
- 3) Emerald Coast Solar further agrees to commit to a 2-hour appointment window for service delivery. Effectively, Emerald Coast Solar commits to arriving at the designated location within 1 hour before and/or one hour after the scheduled appointment time.
- 4) If Emerald Coast Solar fails to fulfill its obligations under section 1 subsection 3 above, Emerald Coast Solar will compensate the system owner with \$50.00 pesos.
- 5) Once on site, Emerald Coast Solar commits to ensuring the clients system is fully operational within 72 hours from site arrival.
- 6) If Emerald Coast Solar fails to fulfill its obligations under section 1 subsection 5 above, Emerald Coast Solar will compensate the system owner with \$100.00 pesos for each 24-hour period or portion thereof beyond the first 72 hours that the system is not fully operational to a maximum of \$1,000.00 pesos.
- 7) Fully operational is defined as: all panels are in operation and system is working to provide at least 90% of the projected nominal output based on past performance (based on a minimum of 30 days in operation) or as estimated by Emerald coast Solar.
- 8) Connection of monitor to the home Wi-Fi and/or internet service is not covered under this agreement. System is considered in full operation as per 7 above when system is producing power as per 7 above regardless the connection or non-connection of the monitor to homeowner's internet/Wi-Fi.

A division of Beach Bums Limited S DE RL DE CV

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## **Section 2**

### **Service call out:**

Service Call Outs covered herein shall include:

- 1) Each year (on a 12-month basis from the date of signing of this agreement) Emerald Coast Solar agrees to provide free of charge up to two (2) service call outs exclusive of maintenance issues and exclusive of issues not related to the installation and or operation of the equipment installed by Emerald Coast Solar and exclusive of issues arising from power delivery by CFE.
- 2) Travel (up to 100 kilometers each direction) to and from your location and up to 2 (two) hours labor for one individual or 1(one) hour labor for 2 individuals.
- 3) Additional kilometers and additional labor shall be charged at the current rate at time of "Call Out" for Emerald Coast Solar.

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## **Section 3**

### **Additionally, Emerald Coast Solar agrees to provide the following services:**

#### ***Loaner Panels and Panel replacement:***

If necessary, the removal of any panel of questionable performance and the replacement of said panel with an alternate panel in full working order. This shall be a temporary measure to ensure the system remains in operation while the panel in question is tested for functionality within the manufacturer's guarantee.

Under the above, the following shall take place:

- A) Emerald Coast Solar shall remove the panel in question,
- B) Emerald Coast Solar shall install a "loaner" panel,
- C) Emerald Coast Solar shall have the questionable panel dealt with under the terms and conditions of the manufacturer's warrantee,
- D) Based on the determination of the manufacturer, Emerald Coast Solar shall:
  - 1) Inform the system owner of the determination by the manufacturer,
  - 2) Based on the information provided by the manufacturer, Emerald Coast Solar shall take action in one of the following ways:
    - i) Install a new panel with no cost to the owner for the panel, or
    - ii) Install a new panel at a pro-rated cost as determined by the manufacturer or,
    - iii) Install a new panel at full cost.

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In the event that a system covered under this Premier Service Contract was not installed by Emerald Coast Solar (C) and (D) of Section 3 above shall be the responsibility of the system owner, not Emerald Coast Solar. Additionally, system owner shall have 45 days to resolve the issue with the panel(s) in question and return loaner panel(s) to Emerald Coast Solar. If owner fails to resolve the panel(s) issue within the 45-day time frame, Emerald Coast Solar shall have the right to charge the system owner the full retail price for the loaner panel(s) or remove the loaner panel(s) from the system owner's system.

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In the event a loaner panel, that is within 75% of the normal output of the panel in question is unavailable, Emerald coast Solar shall:

- A) Compensate the system owner by paying the portion of the CFE billing that would normally be covered by the production of the questionable panel, until such time as a determination regarding the panel in question is made by the manufacturer, or,
- B) A resolution is reached regarding the panel in question, or
- C) 45 days from the time of removal of the original panel has elapsed, whichever comes first.

In all cases, any costs/expenses over and above the removal and re-install of the panel shall be borne by the system owner except as otherwise noted:

- 1) Panel replacement qualifies under "Service Call Out" and
- 2) The entire process of "Loaner Panel and Panel Replacement" shall qualify as one "Service Call Out".

***Other materials, constructs, covered under this agreement include:***

- A) All equipment installed by Emerald Coast Solar and its representatives
- B) All wiring and cables installed by Emerald Coast Solar and its representatives
- C) All piping installed by Emerald Coast Solar and its representatives.
- D) All cement work installed by Emerald Coast Solar and its representatives

These materials, constructs are covered for labor costs only. Materials are in addition to this contract.

**Under section 3 above Emerald Coast Solar shall have the sole right to determine:**

- A) If there is a need for repair or replacement of any part or construction.
- B) The repair or replacement of any part or construction deemed to be defective or damaged.

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## **Section 4**

### **Call out not related to items covered above:**

In the event Emerald Coast Solar and or its representatives are called to a service sight and the necessary work repairs, diagnosis of the issue in question is not covered under the terms and conditions set forth herein, the system owner shall have two choices:

- 1) The system owner can pay for the service call and any work performed at the prevailing rate for Emerald Coast Solar, or,
- 2) The system owner can have Emerald Coast Solar list this call out as one of the system owners two call outs as covered under this agreement.

In all cases, the system owner shall be responsible for time and labor costs in excess of those included within the Service Call Out provisions as listed above in "Section 2".

## **Section 5**

### **Ongoing Maintenance Agreement**

Emerald Coast Solar agrees to provide the following services in maintenance of your solar system:

Three times per year, for the term of this agreement, Emerald Coast Solar shall undertake:

- 1) Cleaning of the panels and racking system,
- 2) Visual check of all components of the solar system as installed by Emerald Coast Solar,
- 3) Minor adjustments to the system,
- 4) Check and adjust as necessary all screws bolts and fasteners attached to the system,
- 5) Application of silicone to screws, nuts bolts etc. (as necessary) to protect against rust.
- 6) Visually check for meter functionality.

Additionally, in conjunction with the above, Emerald Coast Solar shall:

Twice per year, during a site maintenance visit, at the discretion of the homeowner, perform an angle adjustment to the entire system to seasonally maximize power production, if possible.

## **Section 6**

### **Exclusions to this service contract shall include:**

- 1) Labor for damage caused by any outside force including but not limited to: Persons not authorized by Emerald Coast Solar, forces of nature (wind, rain, lightning, animals, birds etc.), Trees and or branches/palms etc., theft of system or any part thereof, issues related to CFE and any other issue that may arise that is not directly attributable to either the equipment installed or the manner in which said equipment was installed by Emerald Coast Solar.

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- 2) Cost of materials, this is a contract for labor only.
- 3) Supply delays from distributor. Emerald Coast Solar shall not be held responsible under the terms of this agreement for any delays due to lack of availability of materials to complete the service/repair/replacement of defective materials. Nor shall Emerald Coast Solar be held responsible under the terms of this agreement for any delays in returning the covered system to full functionality due to an unavailability of materials from any supplier of said materials.

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## **Section 7**

Movement of system to new location:

- 1) In the event of the system covered under this agreement being moved to a new location this service agreement shall be rendered null and void,
- 2) Additionally, any and all monies paid for this service agreement shall be forfeit.

## **Section 8**

Change of system ownership:

The service agreement is transferable with the following restrictions:

- 1) The service agreement is for the above noted system location only,
- 2) Written notice of any change in system ownership shall be provided to Emerald Coast Solar,
- 3) The terms and conditions contained in the service agreement shall remain in force and effect until the expiry date of the service agreement.
- 4) Emerald Coast Solar retains the right to charge an administrative fee for completing the solar system and Premium Service Contract change of ownership.

### **Exclusions to the warrantee:**

The client must purchase from Emerald Coast Solar a Premium or Supreme Service Package at time of install and, must continue to have a Premium or Supreme Service Package in force and affect during the length of the warrantee period.

This warrantee does not cover damage due to wind, airborne debris, forces of nature, objects striking the panels or any part of the support structure,

This warrantee does not cover damage due to abuse, misuse or improper coating of any part of the structure or the panels including but not limited to, coatings of roof protection liquids, concrete, cement or any and all semi-permanent/permanent liquid coatings of any kind or, changes to the original installation carried out by unauthorized persons,

This warrantee is only valid for the original purchaser at the original system location (except as specified above).

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In addition: any work/repair/modification/alteration of any equipment installed by Emerald Coast Solar by any person, other than authorized agents of Emerald Coast Solar, shall render this Service Contract null and void. Additionally, any monies paid to Emerald Coast Solar for this agreement shall be forfeit.

Date: \_\_\_\_\_ Period of coverage: \_\_\_\_\_ to \_\_\_\_\_

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Location of system covered under this agreement: \_\_\_\_\_

Emerald Coast Solar:

Representative: \_\_\_\_\_ Signature: \_\_\_\_\_

Amended December 2018

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