

ADDENDUM TO CUSTOMER AGREEMENT

Residential and Retail Energy Storage Incentive Programs



NYSERDA
New York State Energy Research
and Development Authority

Please check the appropriate box below.

 This Agreement is related to an energy storage project receiving incentive funding under the Residential Energy Storage Incentive Program

 This Agreement is related to an energy storage project receiving incentive funding under the Retail Energy Storage Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each residential and customer-sited retail energy storage project receiving incentives.

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the owner of the energy storage system sell or transfer ownership of the energy storage system during the term of the Agreement, the Contractor agrees that it will alert the Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities of the Contractor to the Customer stated herein, if applicable.

Incentives: Incentives are only available for the installation of new grid-connected energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MWh block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved incentive amount to the Customer's cost via a corresponding reduction in the Customer's total payments to the Contractor. The Contractor is required to disclose the full amount of the NYSERDA incentive to the Customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the Customer upon completion of the project, or upon receipt of the NYSERDA incentive. Contractors of Retail projects may request payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Customer Agreement: The Agreement must contain a provision whereby Contractor describes how the energy storage system will perform in the event of a power outage and how the energy storage system will provide backup power. At a minimum, the Agreement shall include a statement that the energy storage system will not power the customer's entire home in the event of a power outage and shall describe: (1) how many electrical circuits or appliances the energy storage system can provide backup power for and at what amperages; (2) any reserve levels Contractor will establish for the energy storage system; and (3) whether and how the Contractor may or will administer and operate the energy storage system to optimize the customer's energy production and consumption and/or for demand response or other utility-based programs.

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Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative(s) with reasonable access to the energy storage system in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed energy storage system.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the energy storage system. NYSERDA is authorized to use energy storage system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov), and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: www.ag.ny.gov

The NYS Consumer Protection Board offers additional information with the following publications: www.dos.ny.gov/consumerprotection/publications.html

The Customer authorizes NYSERDA to add the Customer to the mailing lists and to share the Customer's information with New York State government and other entities doing business on NYSERDA's behalf. The Customer reserves the right to unsubscribe at any time.

Communication with Customer: The Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any energy storage system Customer with respect to any matter relevant to a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor or Builder; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Builder. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any energy storage system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the energy storage systems or the adequacy or safety of such measures.

Cost Estimate/Total System Price (only for projects receiving funding under the Residential Energy Storage Incentive Program): The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed energy storage system in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the Customer may seek a full refund of any deposit paid to the Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if

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the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to the Contractor or costs they incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA and/or its representative(s) will review the design of the energy storage system, considering issues including, but not limited to, fire safety, system layout, orientation, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: The Contractor shall offer a full, transferable warranty to the purchaser of the energy storage system installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the Customer with information on any additional or extended warranties that may be applicable.

Energy Storage System Completion/Commissioning (only for projects receiving funding under the Retail Energy Storage Incentive Program): The Contractor agrees to complete the installation of the energy storage system, and request all necessary inspections, within 730 calendar days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

General Business Law (only for projects receiving funding under the Residential Energy Storage Incentive Program): If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the energy storage project that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the Customer signature appearing below is the true and genuine signature of the Customer and that it was affixed to this document on the date indicated.

Print Customer Name _____

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NYSERDA
New York State Energy Research
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Customer Signature_____ **Date**_____

Contractor Company Name_____

Contractor Name (Print)_____

Contractor Signature_____ **Date**_____