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# Introduction and Parties

## Introduction

This Solar Panel Installation Agreement (the "Agreement") is made and entered into as of July 1, 2024. This agreement details the terms and conditions for the installation of a solar panel system at the property of Acme, Inc. This Agreement shall remain in effect for a period of five (5) years from the effective date.

## Parties

### DocuPal Demo, LLC

DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), is the Producer responsible for the solar panel system installation.

### Acme, Inc

Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its registered address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is the client for whom the solar panel system will be installed.

## Scope of Work

DocuPal Demo, LLC will provide all labor, materials, and equipment necessary for the complete installation of a solar panel system at ACME-1's property located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. This includes site inspections, system design, procurement, installation, testing, and commissioning of the solar panel system.

## System Components

The solar panel system will consist of the following components:



- **Solar Panels:** Q Cells Q.PEAK DUO BLK ML-G11+ 405
- **Microinverters:** Enphase IQ8PLUS-72-2-US
- **Racking:** IronRidge Racking

## Installation Services

DocuPal Demo, LLC will perform the following installation services:

1. **Site Inspection:** A comprehensive site inspection will be conducted to assess the property's suitability for solar panel installation. This includes evaluating roof condition, shading, orientation, and electrical service capacity.
2. **System Design:** Based on the site inspection, DocuPal Demo, LLC will develop a detailed system design that optimizes energy production while adhering to all applicable building codes and regulations. ACME-1's approval is required for the final system design.
3. **Permitting:** DocuPal Demo, LLC will obtain all necessary permits required for the installation of the solar panel system.
4. **Preparatory Work:** This includes any necessary roof modifications, electrical upgrades, or tree trimming to ensure a safe and efficient installation.
5. **Panel Installation:** The Q Cells solar panels will be securely mounted on the roof using the IronRidge racking system, ensuring proper alignment and weatherproofing.
6. **Inverter Installation:** Enphase microinverters will be installed, one for each solar panel, to convert DC electricity to AC electricity.
7. **Electrical Connection:** The solar panel system will be connected to the property's electrical grid, including all necessary wiring, conduit, and safety disconnects.
8. **Testing and Commissioning:** Upon completion of the installation, DocuPal Demo, LLC will thoroughly test the system to ensure it is operating correctly and efficiently. This includes verifying voltage, current, and power output.
9. **Grid Interconnection:** DocuPal Demo, LLC will coordinate with the local utility company to complete the grid interconnection process, allowing ACME-1 to receive credit for excess energy generated by the solar panel system.
10. **Cleanup:** The work site will be thoroughly cleaned, and all debris will be removed upon completion of the installation.

## Project Milestones and Deliverables

The key project milestones and deliverables are as follows:



Milestone	Deliverable
System Design Approval	Approved System Design
Installation Completion	Operational Solar Panel System

DocuPal Demo, LLC will provide ACME-1 with regular updates on the project's progress and will promptly address any questions or concerns that may arise.

## Payment Terms and Schedule

The total contract price for the solar panel installation is \$50,000 USD. ACME-1 will make payments to Docupal Demo, LLC according to the schedule outlined below. All payments shall be made in United States Dollars (USD).

### Payment Schedule

Payment Milestone	Percentage of Total Price	Amount (USD)	Due Date
Upon Signing	10%	\$5,000	Upon execution of this Agreement
Upon Delivery of Materials	40%	\$20,000	Upon delivery of all materials to site
Upon Installation Completion	40%	\$20,000	Upon completion of the solar panel installation
Upon System Commissioning	10%	\$5,000	Upon successful system commissioning

### Payment Conditions

- All payments are due within 15 days of the invoice date. Late payments may be subject to a late fee of 1.5% per month, or the maximum rate permitted by law, whichever is lower, until paid in full.
- Docupal Demo, LLC will submit invoices to ACME-1 for each payment milestone.
- ACME-1 is responsible for ensuring that all payments are made in a timely manner.



- If ACME-1 disputes any portion of an invoice, it must notify Docupal Demo, LLC in writing within 7 days of receiving the invoice. The parties will then work together to resolve the dispute. ACME-1 will pay the undisputed portion of the invoice according to the payment schedule.
- Docupal Demo, LLC reserves the right to suspend work if ACME-1 fails to make payments according to the payment schedule. Work will resume once all outstanding payments have been received.
- Acceptable methods of payment include check, wire transfer, or other methods as mutually agreed upon by both parties.

## Warranties and Guarantees

DocuPal Demo, LLC provides the following warranties related to the solar panel system installation. These warranties aim to protect ACME-1 against defects and ensure satisfactory system performance.

### Workmanship Warranty

DocuPal Demo, LLC warrants that the installation of the solar panel system will be free from defects in workmanship for a period of ten (10) years from the date of installation completion. This workmanship warranty covers issues such as:

- Improper mounting of solar panels
- Wiring errors
- Leaks caused by faulty installation
- Other installation-related defects

If a workmanship defect arises during the warranty period, DocuPal Demo, LLC will repair or replace the defective workmanship at no cost to ACME-1. This is provided ACME-1 notifies DocuPal Demo, LLC of the defect within the warranty period.

### Equipment Warranty

The solar panels and other equipment installed as part of the solar panel system are subject to the manufacturer's warranties. These manufacturer warranties are incorporated into this agreement. Warranty periods and coverage details vary by manufacturer and equipment type. DocuPal Demo, LLC will assist ACME-1 in processing warranty claims with the respective manufacturers.





Remedies under the equipment warranty are limited to the repair or replacement of defective components, as determined by the manufacturer. Specific terms and conditions of the manufacturer's warranties are available upon request.

## Exclusions

The warranties provided by DocuPal Demo, LLC do not cover damage or defects caused by:

- Events of force majeure (e.g., natural disasters)
- Vandalism or theft
- Unauthorized modifications or repairs
- Normal wear and tear
- Negligence or misuse by ACME-1 or a third party
- Grid outages or power surges

These warranties are non-transferable and apply only to the original purchaser, ACME-1.

## Installation Timeline and Project Schedule

Docupal Demo, LLC will start the solar panel installation project on July 15, 2024. We anticipate project completion by August 15, 2024. This schedule is subject to change due to weather conditions or potential material shortages. Acme, Inc will receive written notice of any adjustments to the schedule.

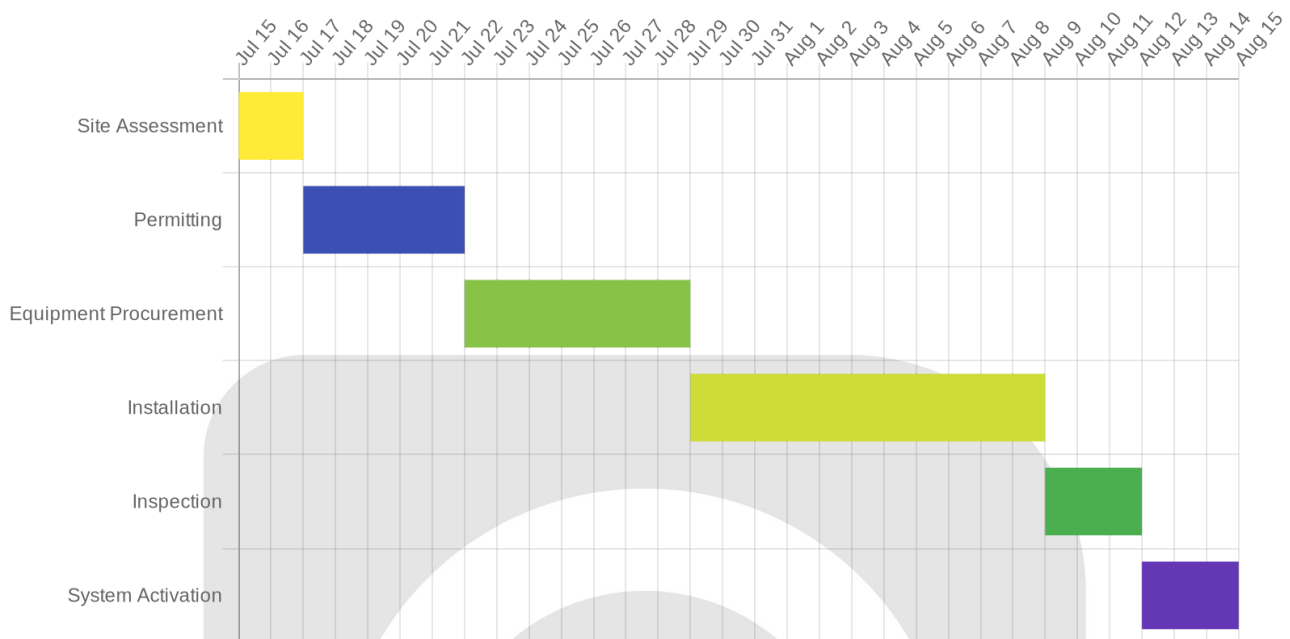
## Project Phases

The installation project includes these key phases:

1. **Site Assessment:** Review the installation site and confirm system specifications.
2. **Permitting:** Obtain necessary permits for the installation.
3. **Equipment Procurement:** Procure all required solar panels and components.
4. **Installation:** Install the solar panels and connect them to the electrical system.
5. **Inspection:** Complete a final inspection to ensure proper operation and safety.
6. **System Activation:** Activate the solar panel system.



## Schedule Visualization



## Roles and Responsibilities

This section defines the roles and responsibilities of DocuPal Demo, LLC ("Installer") and Acme, Inc ("Client") in the solar panel installation project.

### Installer Responsibilities

DocuPal Demo, LLC will:

- Obtain all necessary permits required for the installation.
- Install the solar panel system according to the approved design.
- Manage all required inspections related to the installation.
- Commission the system after installation.
- Provide the Client with complete system documentation after commissioning.

### Client Responsibilities

Acme, Inc will:

- Provide DocuPal Demo, LLC with access to the installation site.



- Approve the final system design before installation begins.
- Maintain adequate insurance coverage for the property during and after the installation.

## Further Clarifications

DocuPal Demo, LLC is responsible for ensuring the installation meets all local and national electrical codes. Acme, Inc is responsible for informing DocuPal Demo, LLC of any known hazards or special conditions at the installation site. Both parties agree to communicate promptly and cooperate fully to ensure the project's success.

# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC will take responsibility for any damages or losses that occur during the installation of the solar panel system. This includes, but is not limited to, damage to ACME-1's property, the solar panel system itself, or any injuries sustained by DocuPal Demo, LLC's personnel. DocuPal Demo, LLC's liability is limited to the cost of repair or replacement of the damaged property or equipment. DocuPal Demo, LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement.

## Indemnification

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any breach of this Agreement by DocuPal Demo, LLC.
- Any negligence or willful misconduct by DocuPal Demo, LLC or its employees or agents in connection with the performance of this Agreement.
- Any property damage or personal injury caused by DocuPal Demo, LLC or its employees or agents during the installation of the solar panel system.
- Any violation of any law, regulation, or ordinance by DocuPal Demo, LLC or its employees or agents.



ACME-1 agrees to promptly notify DocuPal Demo, LLC of any claim or demand for which indemnification is sought. DocuPal Demo, LLC will have the right to control the defense and settlement of any such claim, provided that DocuPal Demo, LLC will not settle any claim without ACME-1's prior written consent, which will not be unreasonably withheld.

## Insurance

DocuPal Demo, LLC maintains general liability insurance coverage to protect against potential liabilities. DocuPal Demo, LLC will provide ACME-1 with a certificate of insurance upon request, evidencing such coverage. The insurance policy will name ACME-1 as an additional insured with respect to liabilities arising out of DocuPal Demo, LLC's operations under this Agreement. The coverage amount will be at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DocuPal Demo, LLC will maintain this insurance coverage throughout the term of this Agreement and for a period of one year following the completion of the installation.

## Permits, Licenses, and Regulatory Compliance

DocuPal Demo, LLC will obtain all permits required for the proper installation of the solar panel system. This includes securing necessary approvals from local governing bodies.

## Regulatory Standards

All work performed will adhere to the National Electrical Code (NEC 2020). Work will also comply with all applicable local building codes and regulations. DocuPal Demo, LLC ensures the installation meets or exceeds these standards.

## Inspections

DocuPal Demo, LLC will coordinate all required inspections. This includes scheduling inspections with the relevant authorities. We will ensure the system passes all inspections. We will address any issues identified during inspections promptly. Acme, Inc will provide reasonable access to the property for these inspections.



# Change Orders and Amendments

This section describes how changes to this Solar Panel Installation Agreement will be handled. Any changes to the scope of work, costs, or project timeline require a written change order.

## Change Order Process

Any request to alter the agreed-upon work must be submitted in writing by ACME-1 to Docupal Demo, LLC, or vice versa. This request will detail the specific changes desired and the reasons for the modification. Docupal Demo, LLC will then evaluate the proposed change and provide a written response. This response will include an assessment of the change's impact on the project's cost and schedule. No work related to the proposed change will commence until a written change order is fully executed by both Docupal Demo, LLC and ACME-1.

## Impact of Changes

Agreed-upon changes may affect the original project cost and/or completion timeline. The change order will clearly outline any adjustments to the contract price and the anticipated impact on the project schedule. Both parties must agree to these adjustments before the change order becomes effective. The price changes will be calculated based on the additional material needed and labor cost. Any potential delays resulting from the change will be added to the schedule.

## Amendments

This Agreement may only be amended by a written instrument signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

# Termination and Cancellation

This Agreement may be terminated by either party upon the occurrence of any of the following events:

- Material breach of this Agreement by the other party.
- Failure by ACME-1 to make payments as required under this Agreement.
- Abandonment of the work by Docupal Demo, LLC.



## Notice of Termination

The party seeking to terminate this Agreement must provide thirty (30) days written notice to the other party, stating the reason for termination.

## Payment Obligations Upon Termination

In the event of termination, ACME-1 shall pay Docupal Demo, LLC for all work completed and accepted up to the date of termination, in accordance with the payment schedule outlined in this Agreement. Docupal Demo, LLC will provide ACME-1 with a detailed invoice outlining the work completed and associated costs.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Solar Panel Installation Agreement through mediation. This means both parties will first try to reach a settlement with the help of a neutral mediator before pursuing other legal options.

### Mediation Process

If a dispute arises, the parties will jointly select a qualified mediator. Both DocuPal Demo, LLC and ACME-1 will share the costs of the mediation equally. The mediation will take place in New Castle County, Delaware, unless both parties agree to a different location.

### Jurisdiction and Venue

This agreement will be governed by and interpreted in accordance with the laws of the State of Delaware. Both parties agree that the state and federal courts located in New Castle County, Delaware, will have exclusive jurisdiction and venue for resolving any legal disputes that cannot be settled through mediation.



# Confidentiality and Intellectual Property

## Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, pricing and system design details. Neither party will disclose this information to any third party without prior written consent. This confidentiality obligation remains in effect even after the termination of this agreement. Both parties will take reasonable steps to prevent unauthorized access or disclosure of confidential information.

## Intellectual Property

DocuPal Demo, LLC retains all rights, title, and interest in any intellectual property created during the course of this agreement. This includes, but is not limited to, designs, engineering solutions, and software developed for the solar panel installation. ACME-1 acknowledges that it does not acquire any ownership rights to such intellectual property. ACME-1 is granted a non-exclusive license to use the installed solar panel system. This license is solely for the purpose of operating the system at its property.

## Force Majeure

Docupal Demo, LLC will not be liable for delays. ACME-1 will also not be liable. This applies to failures in performance. These must result from events beyond reasonable control.

## Qualifying Events

These events include:

- Natural disasters
- War
- New government regulations



## Notification and Schedule Adjustments

If a force majeure event occurs, prompt written notice must be given. The affected party must provide this notice to the other. Revised schedules will then be created as needed. These revisions will account for the impact of the event.

## Signatures and Execution

This Solar Panel Installation Agreement becomes effective as of the date of the last signature below.

### Agreement

DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this agreement. Both parties indicate their acceptance and commitment by signing below.

<b>DocuPal Demo, LLC</b>	<b>Acme, Inc.</b>
Signature:	Signature:
Name: John Smith	Name: Jane Doe
Title: CEO	Title: CEO
Date: 2025-08-09	Date: 2025-08-09
Witness Signature:	Witness Signature:
Witness Name:	Witness Name:
Witness Date: 2025-08-09	Witness Date: 2025-08-09

