



TENCO SOLAR, INC. COMMERCIAL AGREEMENT
SUMMARY

Between Ocean Charter School and TENCO SOLAR, INC. dated 8/8/2025.

PARTIES: Ocean Charter School ("Client")
12870 Panama Street
Los Angeles 90066
310-827-5511

TENCO SOLAR, INC. ("TENCO")
8141 E. Kaiser Blvd
Suite 106
Anaheim, CA 92808
(714) 944-9474

PROPERTY OWNER: (IF DIFFERENT THAN CLIENT)

Legal Entity Name: XX
Legal Entity Address: XX

SOLAR SYSTEM		
Site	12870 Panama St Los Angeles CA 90066	
System Size & Type	270.280 KW	Rooftop PV
Panel Qty, Brand, and Model Inverter Brand	466	Philadelphia 580Watts Solar Edge (or equivalent)
Energy Storage System Size, Brand, and Model	N/A	N/A

PAYMENT SCHEDULE	
Item	Total
Due at Signing	\$ 9,000.00
Due at DSA Engineering Approval	\$ 9,000.00
Due at Notice to Proceed or Cancellation	\$ 7,000.00
Due at Permit Submission	\$ 107,977.80
Due at Material Delivery	\$ 398,933.40
Due at City Sign-Off	\$ 132,977.80
TOTAL CONTRACT VALUE	\$ 664,889.00

- *Any additional Solar System Specifications and Scope of Work shall be set forth at Appendix E.
- *Please see Section 2d regarding material cost increases greater than 10%.

TERMS & CONDITIONS

1. Definitions

"Agreement" means the TENCO SOLAR, Inc. Commercial Installation Agreement Summary (**"Summary"**), these Terms & Conditions, the Appendices, and any documents incorporated herein by reference.

"Client" shall have the meaning set forth in the Summary.

"Consumption Monitor" shall have the definition assigned to it in Section 10b herein.

"Data" shall have the definition provided at Section 11.

"Data Usage Disclosure Policy" shall mean the policy found at **Appendix C**.

"Design and Engineering Contract" shall mean the Solar Proposal dated August 11, 2025, submitted by TENCO to Client and accepted by Client, providing for the design and engineering of the Solar System.

"Effective Date" shall mean the date Client signed the signature page to the Terms & Conditions.

"Installation Warranty" shall mean the non-transferable limited warranty attached hereto as **Appendix A**.

"Installation Warranty Period" and **"Roof Warranty Period"** shall have the meanings assigned to them in the Installation & Roof Warranty attached at Appendix A. A **"Working Day"** is defined as Monday through Friday, not to include holidays, rainy days, windy days or other days which TENCO determines to be unsafe to work and days delayed by city inspections, city change orders, or additional work orders by Client.

"Party" or **"Parties"** shall mean TENCO and Client, individually and collectively.

"Payment Schedule" shall mean the specifications and timing for payment set forth in the Summary.

"Performance Data" shall have definition assigned to it in Section 10a.

"Production Monitor" shall have the definition assigned to it in Section 10a herein.

"Property" shall mean Client's property, located at the Site, on which the Solar System will be installed.

"Purchase Price" shall mean the purchase price total listed in the Summary, which includes the amounts payable under the Design and Engineering Contract.

"Roof Warranty" shall mean the non-transferable limited warranty attached hereto at **Appendix A**.

"Site" shall mean the installation site address set forth in the Summary.

"Site Survey" is defined in Section 2a.

“Solar System” refers to the specifications given in the Summary, including all ancillary products.

“Usage Data” shall have the definition assigned to it in Section 10b.

“TENCO” shall mean TENCO SOLAR, Inc.

2. Solar System

- a. Pursuant to the Design and Engineering Contract, TENCO, will provide Client with a DSA-compliant design and engineering of the solar system. In regard to the Solar System, the design is dependent on the physical specifications of Client’s roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., as well as the conditions listed in more detail at Section 8(h). Any of these conditions may affect the placement of Client’s Solar System.
- b. The final design of Client’s Solar System, pending approval by DSA and by the Los Angeles Unified School District (“LAUSD”) (by LAUSD’s staff and/or the board, as may be required), will be presented to Client prior to submission to DSA and LAUSD for approval. Client shall have Ten (10) business days after receipt of the design to request a design change. Otherwise, Client shall be deemed to have accepted the design, subject to DSA and LAUSD approval. Client will use reasonable business efforts to obtain DSA and LAUSD approval. TENCO will use commercially reasonable efforts to accommodate requests for changes and will make any changes required by DSA or LAUSD. Within 60 days following approval of the final design by DSA and LAUSD, or within such additional time as TENCO may permit, in its sole discretion, Client will notify TENCO whether Client desires TENCO to proceed with installation of the Solar System. If Client determines to proceed, Client shall issue a written Notice to Proceed to TENCO. TENCO will begin installation only upon receipt of a written Notice to Proceed executed by Client. TENCO acknowledges that Client may withhold issuance of a Notice to Proceed if Client is unable to obtain reasonable financing for the project. If Client fails to issue a Notice to Proceed within 60 days following approval of the final design by DSA and LAUSD, or within such additional time as TENCO may permit, in its sole discretion, or if Client notifies TENCO that Client does not desire to proceed with installation of the Solar System, this Agreement shall terminate and Client shall be liable to TENCO only for payments due under the Design and Engineering Contract.
- c. Upon receipt of a Notice to Proceed as provided above, TENCO will use reasonable business efforts to install the Solar System within a commercially reasonable period of time, subject to product availability and supply schedules. Should orders for the Solar System exceed available inventory, Client agrees to authorize TENCO to use similar available products to complete installation. Client acknowledges and agrees that warranty terms may vary between manufacturers. TENCO shall make sure any substituted system is comparable to the specifications set forth for the original Solar System and no additional charge shall apply for a substitution unless agreed by Client in writing.
- d. If, prior to purchasing the materials for the Solar System, TENCO notifies Client that the costs of materials for the final approved design of a Client’s Solar System exceeds ten percent (10%) of the total set forth in the summary, TENCO shall be entitled to propose an adjustment to the Purchase Price reflecting the increased cost of the materials. If Client accepts the proposed adjustment, TENCO will proceed with the installation at the Purchase Price, as so adjusted. If Client rejects the adjustment, this Agreement shall terminate and Client shall be liable to TENCO only for the work done prior to termination, as set forth in the Payment Schedule, unless the parties otherwise agree.

3. Payment Schedule & Service Charges

Client agrees to pay the Purchase Price in accordance with the Payment Schedule set forth in the Summary. Service charges will be charged on any payment not received within thirty (30) days of invoice date at the rate of one-point-five percent (1.5%) per month (Eighteen percent (18%) corresponding annual percentage rate). If this exceeds the maximum rate of interest authorized under applicable law, the service charge shall be modified to the maximum rate lawfully allowed. TENCO reserves the right to suspend performance should Client not make timely payments under this Agreement. TENCO acknowledges that Client holds the Property in trust for the benefit of the state public school system and, therefore, TENCO shall have no right to assert or record a mechanic's lien in the event it is not paid in accordance with the Payment Schedule.

4. Independent Contractor & Non-Disclosure

- a. Independent Contractor. Client agrees that TENCO is an independent business and that TENCO is not an employee of Client, nor is Client an employee of TENCO. TENCO shall furnish all equipment, tools, and supplies to accomplish the work and shall maintain control over the manner in which its tasks are performed. Client will withhold no payroll taxes, Social Security, or workers' compensation taxes for TENCO.
- b. Non-Disclosure. "**Confidential Information**" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of TENCO includes: any information that has been entrusted to TENCO by third parties, which Client knows or should know is confidential. Client covenants that during and after the term of this Agreement, Client shall not disclose to anyone, any confidential information concerning the business of TENCO which the Client may acquire in the course of TENCO's installation of the Client's Solar System.

5. Financing

TENCO will provide a list of potential third-party lenders at Client's request. However, it is Client's sole responsibility to secure the funds necessary to pay the Purchase Price, and TENCO does not endorse or recommend any particular lender. Client agrees to instruct their lender to pay the Purchase Price to TENCO and TENCO may communicate directly with Client's lender if TENCO deems it necessary to collect payment or to confirm client has sufficient funds to pay the full Purchase Price.

6. Taxes, Rebates & Credits

Client agrees to pay any personal property taxes associated with the Solar System. The Purchase Price and Solar System design may contemplate certain rebates or tax credits, including the Domestic Content Bonus Tax Credit and the Federal Solar Tax Credit. For more information regarding tax credits and rebates, Client is advised to contact their tax professional, legal professional and local utility provider. For more information regarding the Federal Solar Tax Credit, please review the Department of Energy's website at <https://www.energy.gov/eere/solar/articles/federal-solar-tax-credit-resources>. For more information about the Domestic Content Bonus Tax Credit, please review the IRS' website at <https://www.irs.gov/credits-deductions/domestic-content-bonus-credit>.

***NOT EVERYONE IS ELIGIBLE FOR TAX CREDITS, INCENTIVES, OR REBATES OR CAN FULLY USE THEM AND SUCH TAX CREDITS, INCENTIVES, OR REBATES ARE SUBJECT TO CHANGES AND/OR**

ELIMINATION. PLEASE CONSULT A TAX PROFESSIONAL OR LEGAL PROFESSIONAL FOR FURTHER INFORMATION AND TO ENSURE YOU TIMELY FILE ALL REQUIRED ELIGIBILITY FORMS.

7. Design, Installation & Permitting

TENCO agrees to furnish all labor, materials, and equipment, and to communicate with the relevant utility providers regarding interconnection agreements, inspections and permitting. However, no other improvement work or repair or replacement of Client's utility meters are included. Client agrees to cooperate with TENCO and assist TENCO in obtaining any permits and power-sources needed. The primary equipment used for Client's Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials and a production meter. Other materials generally used may include disconnects, breakers, load centers, wires, and conduits.

TENCO shall use commercially reasonable efforts to give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the work. If TENCO observes that drawings, specifications, or other documents are at variance with such laws, ordinances, rules, and regulations, TENCO shall promptly notify Client of such variance. If any such variances result in any necessary changes, then TENCO shall be entitled to a reasonable, corresponding adjustment to the Purchase Price; agreement to the adjustment shall not be unreasonably withheld by either party. In addition, should TENCO be delayed in its work by the act, omission, neglect or default of the Client or any agent (including subcontractors) of Client, then TENCO shall be entitled to any additional costs incurred by TENCO as a result of the acts of Client.

8. Batteries (If Applicable to the System)

- a. If the System includes one or more batteries, then for each battery, the System will also contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Each battery will draw its charge from the photovoltaic system. Client will ensure battery settings are set to always draw charge only from the photovoltaic system. Upon site review, some circuits may be excluded or moved to a separate sub-panel. Client will be responsible for failure or damage caused by changing settings from initial installation conditions. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT THE ENTIRE BUILDING. TENCO does not take responsibility for Solar System failure caused due to excessive loads or any changes made by Client.
- b. TENCO will establish a reasonable reserve level for Client's battery (at a minimum, Twenty Percent (20%) of the total capacity of the battery), so that Client's battery will always be charged at a specified minimum level prior to an outage.
- c. Under normal conditions of use, the battery should pose no danger to others. However, if mishandled, the battery may become dangerous and could pose dangers such as fire hazards, high voltage hazards, and mechanical damage, among other dangers.
- d. **Generators; Prohibited Resources.** Client agrees not to connect another power generation resource to the electrical panel. Client acknowledges and agrees that compliance with this provision is subject to verification and non-compliance will be a breach of this Agreement.

9. Client Responsibilities

- a. **Access.** Client agrees to provide TENCO with access to the Site for the purpose of designing, installing, operating, and testing the Solar System and performing TENCO's obligations under this Agreement. TENCO agrees to give Client reasonable notice when it needs access to the Site for any of the foregoing purposes and will endeavor to restrict such access to normal business hours. When requested by TENCO, Client agrees they will allow TENCO and construction professionals (such as engineers, architects, licensed contractors, or their representatives) to inspect any buildings, including roofs, prior to installation of Client's Solar System to ensure the Site can accommodate said System.
- b. **Clear Site Area.** It is Client's responsibility to furnish clear access to the Site with ample room for construction equipment. Said Site shall be free of debris and obstacles prior to the start of work. In the event access is cut off or hindered at any point during TENCO's work, Client shall be responsible for any extra expense incurred by TENCO as a result.
- c. **Scheduling.** Client will not schedule other contractors that may interfere with TENCO's work schedule until TENCO has completed its work.
- d. **Adjacent Properties.** If Client authorizes access to adjacent properties for TENCO's use during construction, Client is required to obtain permission from the owner(s) of such adjacent properties in writing (a copy of which shall be provided to TENCO), and Client agrees to be responsible for and to hold TENCO harmless from any risks and liabilities thereof. TENCO shall not be liable for Client providing incorrect location information to third parties (regardless of its source) regarding improvements and equipment, or for encroachment or interference thereby upon the property, easements, or rights of any third parties. Client is responsible for any costs in connection with the location of underground utilities incurred either as a result of TENCO's efforts or efforts of approved third parties such as public utilities. Client covenants and agrees to indemnify and save harmless TENCO from any lawsuit, action, claim or damages of Client or any third persons, firm or entity arising in any way from the location of improvements by TENCO.
- e. **Utilities.** Client assumes all responsibility, including all costs, for the installation of electrical service and/or circuit(s) to upgrade, relocate, and/or replace existing electrical service fixtures and panel if required in Client's electrical panel box to meet local codes and the removal and replacement of overhead wires to comply with existing codes. It is the Client's responsibility to have all underground pipes, conduits, infrastructure, and utility lines (power, telephone, cable, gas, etc.) marked prior to the date of installation and to furnish water, power, or other utilities necessary to install the improvements. Client is responsible for granting utility entities any required access to property, meter, and system. Any failure or delay of Client to meet utility access requirements is not the responsibility of TENCO. Client must provide TENCO with access to power and running water during installation.
- f. **Pre-Existing Code Violations.** If any pre-existing violations prevent the execution of the interconnection agreement, then Client agrees to fix such violations within thirty (30) days after receiving notice thereof from TENCO.
- g. **Preparation.** Client shall be responsible for providing the location for all improvements. Client warrants that Client is familiar with the location of the property lines and that the site is within said property lines. The property lines used to locate the improvements will be the fence line, and if no fence exists, the property line and county survey shall be provided to TENCO by Client. Client shall have complete responsibility for the accurate determination of said property line. In the event improvements are installed outside of Client's property line, Client shall be solely responsible for the cost to move and relocate the improvements onto Client's property and any costs associated with restoring property to its original condition.
- h. **Site Condition Preparation.** Client is required at their sole expense to meet all conditions necessary, to allow TENCO to complete the work as provided in this Agreement. This includes

but is not limited to procuring, paying for and furnishing any variances and owner association authorizations, including those associated with Change Orders. The Client will be responsible for any changes mandated by the Client's owner association after the work has begun. Client shall promptly, and before the following conditions are disturbed, notify TENCO in writing of any of the following:

- i. Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject TENCO to legal liability.
- ii. Physical or other conditions at the site of an unusual nature, materially different from those necessary for the installation of the Solar System.
- iii. Additional load conditions that may be imposed on the solar structures by existing or proposed adjacent structures, which will require extra engineering.
- iv. Alterations or sub-paneling required for Client's electrical service or panel box in order to accommodate solar equipment.
- v. Engineering requirements which will alter TENCO's normal construction and/or installation methods.

*** IT IS THE SOLE RESPONSIBILITY OF CLIENT TO DETERMINE WHETHER THE INSTALLATION OF THE SYSTEM MAY INTERFERE WITH AND/OR VOID EXISTING ROOF OR OTHER WARRANTIES. CLIENT ACKNOWLEDGES THAT INSTALLATION OF THE SYSTEM MAY VOID SUCH WARRANTIES.**

- i. **Differing Site Conditions.** In the event TENCO discovers site conditions that differ from those that Client has represented or that would be standard based on the installation site, TENCO will immediately inform the Client of the issue and whether there will be an additional charge. Client shall then authorize the additional work through a signed Change Order. If disapproved, TENCO will terminate the installation and the Client will be billed in accordance with Section 3.

***For example, if upon completing the Site Survey, TENCO determines that the contracted System size will not fit and will have to reduce the System size by a panel or two, TENCO would create a Change Order reflecting a lower payment due to less production.**

Or, if upon completion of the Site Survey, TENCO recommends that the roof should be replaced prior to the solar installation, but the Client does not have the means to complete the re-roof, then TENCO has the right to terminate this Agreement.

- j. **Obstructions.** Client understands and agrees that they may need to remove trees and/or tree limbs, air conditioning units, retaining walls, utility and low lines, gas meters, etc. in order to allow TENCO to complete its work. The cost of such work shall be the sole responsibility of Client. In addition, it shall be the responsibility of the Client to furnish water, power, or other utility(s) necessary to install the improvements.
- k. **Delays.** If completion of the work is delayed by causes under Client's control for a period of more than thirty (30) days, Client agrees to pay all additional costs incurred by TENCO as a result of Client's delay. This includes, but is not limited to TENCO's costs for increased labor, material, and equipment.

- I. **Clean-up.** TENCO will endeavor to keep Client's site reasonably free from waste materials or rubbish caused by its operations. Prior to installation completion, TENCO and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around your Solar System.

10. Installation and Maintenance of Metering and Monitoring Equipment

- a. **Production Monitor.** During installation or at any time thereafter during the Installation Warranty Period or Roof Warranty Period, TENCO may install or replace production monitoring devices to measure the energy produced by Client's System (the "**Production Monitor**"). Through the Production Monitor, TENCO may (but is not obligated to) collect the System's production and performance data ("**Performance Data**").
- b. **Energy Consumption Monitor.** During installation, or at any time thereafter during the Installation Warranty Period or the Roof Warranty Period, TENCO may install or replace energy consumption monitoring devices (the "**Consumption Monitor**"). Through the Consumption Monitor, TENCO may collect and store information about energy usage at Client's site. ("**Usage Data**").
- c. **Access to Monitors.** Client acknowledges and agrees that the Production Monitor and the Consumption Monitor will be part of the System and that the Client must provide TENCO with access to the site and equipment in order to install, operate, maintain, repair, and replace the Production Monitor and the Consumption Monitor.
- d. **Internet Connection.** In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, Client must provide the System with continuous access to a functioning broadband and internet connection with One (1) wired Ethernet port and standard electrical outlet per building, at Client's cost. Client acknowledges that failure to maintain broadband internet or electrical connection for an extended period of time without providing notice to TENCO will constitute a breach of this Agreement. Notwithstanding the foregoing, TENCO shall provide the Client with a ten (10)-day period to cure such breach.

11. Data Usage & Disclosure

TENCO may combine Usage Data and Performance Data (collectively the "**Data**") with each other and with other data. **TENCO'S POSSIBLE USES OF DATA ARE DISCLOSED AT Appendix C, WHICH MUST BE INITIALED BY CLIENT.** TENCO will never sell any personally identifiable Data to a third party without Client's written consent.

12. Default, Termination and Liability Rights

Should Client (i) Fail to pay any invoice within sixty (60) days of when the invoice is due; (ii) Prevent TENCO from performing its work for a continuous period of sixty (60) days; (iii) Fail to comply with any obligation in this Agreement; (iv) File bankruptcy, an assignment for benefit of creditors or otherwise be insolvent; (v) Substantively change its corporate ownership, then Client shall be considered in default and shall have forty-eight (48)-hours from the date of notice of default by TENCO to cure such default. In the event Client fails to timely cure a default, TENCO shall have the right, but not the obligation, to terminate this Agreement for cause. A substantive change means the transfer or sale of more than twenty percent (20%) of the shares of Client to someone who is not already a shareholder of Client.

In the event TENCO terminates this Agreement for cause, TENCO shall be entitled to (a) TENCO'S total costs incurred to date, including overhead costs and lost profits calculated at \$250.00 per hour of work plus a 15% markup for overhead and costs, or (b) the amount billed in accordance with the payment schedule provided in the Commercial Agreement Summary on the first page of this Agreement, whichever is greater.

The sole and exclusive remedy of the Client for any direct claim by Client against TENCO is for TENCO to perform its obligations under the Installation & Roof Warranty.

IN NO EVENT SHALL TENCO BE LIABLE IN THE EVENT OF A DIRECT CLAIM BY CLIENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, GOODWILL, TIME, SAVINGS OR REVENUE.

13. Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend the other Party, its affiliates and each of their respective officers, directors, employees, contractors and agents (each an "**Indemnified Party**") from and against any action, claim, suit, investigation or other proceeding brought by a third party (a "**Third Party Claim**") to the extent such Third Party Claim results from the Indemnifying Party's breach of this Agreement or the negligence, willful misconduct or fraud or violation of law on the part of the Indemnifying Party, its officers, directors, employees, agents or other representatives in connection with this Agreement. The Indemnifying Party will indemnify and hold harmless the Indemnified Party from any liabilities, losses, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs of defense) incurred by or levied against such Indemnified Party as a result of such Third-Party Claim.

The Indemnifying Party's obligations are conditioned upon the Indemnified Party: (a) providing written notice to the Indemnifying Party of any claim within thirty (30) days after the Indemnified Party has knowledge of such claim (except that failure to timely provide such notice will relieve the Indemnifying Party of its obligations only to the extent the Indemnifying Party is materially prejudiced as a direct result of such delay); (b) giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations, except that the Indemnifying Party may not stipulate to or agree to allow any judgment against the Indemnified Party or enter into any settlement which would require the Indemnified Party to pay money without the express written consent of the Indemnified Party; and (c) cooperating and, at the Indemnifying Party's request and expense, assisting in such defense.

Notwithstanding the foregoing, the Indemnified Party may participate at its own expense in the defense with an attorney of its choice which it will be solely responsible to pay, and any settlement discussions and will have the right to approve any settlement agreement that involves an admission of fault by the Indemnified Party or imposes monetary or non-monetary obligations on the Indemnified Party; provided, however, that such approval will not be unreasonably withheld.

The indemnification obligations set forth in this section shall (i) survive termination of this Agreement; (ii) extend to claims occurring after termination of this Agreement; and (iii) not be limited in any manner by either party's insurance coverage under this Agreement.

14. Governing Law and Dispute Resolution.

- a. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- b. Claims shall be heard by a single arbitrator.
- c. The place of arbitration shall be Orange County, California.
- d. This Agreement and the arbitration shall be governed construed, interpreted and enforced in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California .
- e. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. The arbitrator shall agree to these limits prior to accepting appointment.
- f. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section.
- g. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.
- h. The award of the arbitrator shall be accompanied by a reasoned opinion.
- i. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
- j. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- k. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

15. Warranties; Indemnification & Limitation of Liability

- a. **WARRANTIES. THE INSTALLATION WARRANTY AND ROOF WARRANTY SET FORTH AT APPENDIX A ARE THE ONLY WARRANTIES PROVIDED BY TENCO AND TENCO GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THIS AGREEMENT, AND TENCO EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY INITIALING HERE [REDACTED], CLIENT REPRESENTS THAT A COPY OF THE INSTALLATION WARRANTY AND THE ROOF WARRANTY HAVE BEEN PROVIDED TO THEM.**

16. Warnings.

THE SYSTEM CAN EXPOSE YOU TO CHEMICALS, INCLUDING LEAD AND TOLUENE, WHICH ARE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FOR MORE INFORMATION, GO TO WWW.P65WARNINGS.CA.GOV.

17. Miscellaneous.

- a. **Assignments** . TENCO may assign all or any portion of the work to be done without Client's consent. Client may not assign this Agreement without the express written consent of an officer or director of TENCO.
- b. **Subcontracts**. TENCO may subcontract all or any portion of the work to be done without the Client's consent.
- c. **Licensing and Regulation of Contractors**. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects may be filed within 10 years of the date of the alleged violation.
- d. **Notices**. Any Notices required to be given under this Agreement by either Party to the other may be affected by personal delivery in writing, by mail, registered or certified, postage prepaid with return receipt requested, or by electronic mail, provided receipt is acknowledged. Mailed notices must be addressed to the Parties at the addresses appearing in the introductory paragraph of the Summary, but each Party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated three (3) days from the date of mailing. Emailed notices will be deemed communicated one (1) day from the date of sending or upon acknowledgement of receipt or response by the recipient, whichever is earlier.
- e. **Additional Work Not Included**. If work not included in this Agreement must be performed in order to properly effect the installation of Client's System, Client agrees to contract separately, and at their own expense, with a contractor who has been designated by or approved by TENCO, to perform such obligations. In this instance, TENCO will not unreasonably withhold such approval.
- f. **Changes During Installation Warranty Period or Roof Warranty Period**. If during the Installation Warranty Period or the Roof Installation Warranty Period, Client plans to move or temporarily disconnect the System and/or any components to allow for maintenance of and/or repair of the building, Client agrees, at their own expense, to either (i) hire TENCO to perform the work, or (ii) obtain TENCO's approval of any contractor, who must carry a commercial general liability policy in an amount not less than One Million US Dollars (\$1,000,000) per occurrence and name "TENCO SOLAR, Inc. and its successor or assigns", as additional insureds. Client agrees not to make any modifications, improvements, revisions, or additions to the System or take any other actions that could damage or void any applicable manufacturer's warranty without TENCO's written consent.
- g. **Exclusions**. TENCO does not provide any of the following to Client:

- i. Removal or disposal of any material containing asbestos or any other hazardous material;
 - ii. Movement of Client's equipment, furniture, or belongings;
 - iii. Upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
 - iv. Installation or repair of fences;
 - v. Repair of any pre-existing roofing damage resulting from a sub-standard roof or pre-existing sub-standard roof installation issues;
 - vi. Structural framing work for any part of the roof or structure, including concealed substandard framing;
 - vii. Corrections of mistakes of another contractor or subcontractor (for example, if the home was not built to code);
 - viii. Testing or remediation of mold, fungus, mildew, or organic pathogens;
 - ix. Painting of conduit or other structural parts;
 - x. Upgrades for utility-access requirements, such as special locks or Twenty-Four (24) hour access gates;
 - xi. Owners Association review, permitting or fees, however, TENCO will support your efforts to coordinate with Client's Owners Association;
 - xii. Professional engineering services, except those related to the design of the solar PV system;
 - xiii. Correction of structural integrity problems or evaluation and correction of ground stability under or near Client's Solar System;
 - xiv. Removal of trees, bushes, or other landscaping;
 - xv. Any studies or permitting beyond the basic building permit, including but not limited to crane permits, traffic permits, or ADA compliance studies;
 - xvi. CALGreen Electric Vehicle Charging Station (EVCS) Requirements;
 - xvii. Payment or performance bonds (if required, assume 2% of the contract total for bond value);
 - xviii. Excessive permitting costs (if it exceeds 2% of contract value, etc.);
 - xix. Land surveys, Geotech or topographical surveys, architectural sets, or title reports;
 - xx. Americans with Disabilities Act (ADA) parking requirements;
 - xxi. Relisting of switchgear, if required by an authority having jurisdiction ("AHJ");
 - xxii. Utility shutdown fees, if required by AHJ;
 - xxiii. Roof sealing and waterproofing costs with specific roofing contractor as required by customer in excess of \$55 per post;
 - xxiv. Slipsheets if required to be installed under a ballasted racking system;
 - xxv. Additional costs due to unforeseen ground conditions, including but not limited to hard rock, underground obstructions, caving soils, and groundwater;
 - xxvi. Hot asphalt replacement, re-paving, or re-striping of pavement;
 - xxvii. Concrete coring, cutting, demolition, or cutting of deck at mechanical openings;
 - xxviii. Dewatering of foundations, vacuuming of footings, dry-packing, or epoxy;
 - xxix. Excavations, pier, or spread footings;
 - xxx. Under-canopy lighting or lights;
 - xxxi. Additional costs associated with utilities not marked or indicated on Client-provided site utility plan, not discovered by a dig alert or GPRS, or that otherwise could not have been reasonably known.
- h. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance

under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

- i. **Integration.** This Agreement has been fully negotiated by the Parties and both have had the opportunity to make changes to the provisions set forth herein. The terms and conditions of this Agreement shall prevail, supersede and take precedence over any prior negotiations, representations or agreements, whether written or oral. This is a fully integrated Agreement.
- j. **Severability.** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be revised to the minimum extent necessary to render the provision enforceable and if it cannot be so revised, it shall be struck and treated as though it never existed in this Agreement.
- k. **Waiver and Amendments.** No waiver or Amendment of any of the terms or requirements of this Agreement shall be valid unless signed in writing by an officer or director of the Party affected by the waiver. No waiver by any Party of a breach or a default shall be deemed a waiver by such party of a subsequent breach or default of like or similar issue.
- l. **Insurance:** Upon request, Tenco will provide to Client a certificate of insurance evidencing Commercial General Liability Insurance of less than Two Million Dollars (\$2,000,000) and Workers Compensation Insurance of no less than One Million Dollars (\$1,000,000).
- m. **Solar Insure:** Tenco agrees to enroll Client in Solar Insure's warranty program and/or submit necessary information into Solar Insurer's systems within a reasonable period after completion upon receipt of all requested information for enrollment from Client. Client acknowledges and agrees that if Client fails to provide such information within five (5) days of TENCO'S request, TENCO shall have no obligation to enroll Client in Solar Insure's warranty program.

CLIENT ACKNOWLEDGES AND AGREES THAT THEY HAVE RECEIVED, READ, AND UNDERSTAND THE SUMMARY AND THE TERMS AND CONDITIONS (INCLUDING APPENDICES) IN THEIR ENTIRETY AND THE PARTIES ARE NOT BOUND BY ORAL REPRESENTATIONS NOT CONTAINED HEREIN. (Initial)

(Signature page to follow)



TENCO SOLAR, INC. (CSLB S #: 1092568):

Signature

President

Title (Not valid unless signed and accepted by an officer of TENCO SOLAR, Inc.)

Dan McIntyre

Name

dan@tencosolar.net

Email Address

714-970-4728

Phone Number

8141 E. Kaiser Blvd. Suite 106, Anaheim, CA 92808

Address (Street, City, State, Zip Code)

CLIENT INFORMATION

Signature

Name

Title

Company

Email Address

Phone Number

Address (Street, City, State, Zip Code)

**APPENDIX A
TENCO SOLAR, INC.
INSTALLATION WARRANTY & ROOF WARRANTY**

Client	Ocean Charter School
Installer	TENCO SOLAR, Inc.
Site Address	12870 Panama Street Los Angeles CA
System Description	Rooftop PV
System Size (kW)	270.28 KW DC
Installation Date	

TENCO makes no representation as to whether original Client may assign any Manufacturer Warranty (as defined below). As used herein, the term "**Client**" refers to the entity or person(s) listed above and "**TENCO**" refers to TENCO Solar, Inc. The Installation Warranty and the Roof Warranty are not offered to any person other than the Client and any successor owner of the system and may not be enforced by anyone asserting the protection or application the Installation Warranty or the Roof Warranty under a claim of transference, conveyance, or any other means of receipt of the Installation Warranty or the Roof Warranty from the Client. It is the responsibility of the Client to maintain records establishing their right to the Installation Warranty and the Roof Warranty described herein, as well as any Manufacturer Warranty. TENCO recommends that Client maintain a copy of this document for such purpose, as well as all receipts which may be required by manufacturers.

MANUFACTURER WARRANTIES

Photovoltaic panels, panel racks, monitoring units, battery systems and inverters are covered by a manufacturer’s product warranty as set forth in the user/owner manual (the "**Manufacturer Warranty**"). Manufacturer Warranties generally cover repair and/or replacement of defective components and do not include labor. Manufacturer Warranties are effective from the date of installation completion. **CLIENT HOLDS TENCO HARMLESS FOR ANY AND ALL MANUFACTURER(S)’ FAILURE TO HONOR THE TERMS OF THEIR STATED WARRANTIES.**

INSTALLATION WARRANTY

TENCO offers a Ten (10) Year Warranty on workmanship and installation (the "**Installation Warranty**").

TENCO warrants that the system will be constructed and installed in a good workmanship manner, according to the standards of care and diligence generally practiced by solar engineering, construction, and installation companies when installing commercial photovoltaic solar power systems of a similar size and type as the system in the geographic area where Client’s site is located, and pursuant to (i) good engineering design practices, (ii) manufacturer’s instructions and specifications, (iii) all applicable laws, codes, standards and other requirements for solar installations in California, (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. The Installation Warranty further provides that the design, assembly, and installation are done correctly, the system will perform as expected, and any defects that may arise as a result of faulty workmanship of the TENCO will be fixed free of charge within Ten (10) years of the installation completion (the "**Installation Warranty Period**"). For the sake of clarity, the Installation Warranty does not include repairs already covered by the Manufacturer Warranty. All repairs made will be warranted only for the remainder of the existing Installation Warranty Period.

TENCO will make necessary repairs covered by the Installation Warranty within a reasonable amount of time. Such repairs may require the use of replacement parts which are reasonably similar, but not identical, to those originally installed. Further, TENCO reserves the right to alter design specifications as needed.

ROOF WARRANTY

TENCO further warrants that any roof penetration made will be watertight (the "Roof Warranty"). The Roof Warranty protects from abnormal wear and tear or leaks from penetrations to the roof caused by faulty workmanship by TENCO. For a period of ten (10) years (the "Roof Warranty Period"), TENCO will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting from any water infiltration. For the sake of clarity, the Roof Warranty does not cover repairs already covered by any Manufacturer Warranty or by the Solar Insure Warranty.

TENCO will make necessary repairs covered by the Roof Warranty within a reasonable amount of time. Such repairs may require the use of replacement parts which are reasonably similar, but not identical, to those originally installed. Further, TENCO reserves the right to alter design specifications as needed. All repairs made will be warranted only for the remainder of the existing Roof Warranty Period.

INSTALLATION WARRANTY & ROOF WARRANTY LIMITATIONS & EXCLUSIONS

The Installation Warranty and the Roof Warranty do NOT extend to damage, malfunction or degradation of output caused by any of the following:

1. Client's failure to properly operate or maintain the system in accordance with the manufacturer(s)' instructions.
2. The use of a repair or replacement not provided or authorized in writing by the TENCO.
3. Abuse, accident, alteration, improper use, negligence, vandalism, acts of God and weather events, including but not limited to hurricanes, earthquakes, fire, and flood.
4. Damages due to animals, mold, fungus, and other organic pathogens.
5. The fading of paints and finishes exposed to sunlight.
6. Issues that are not the result of normal wear and tear.

***TENCO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND PROPERTY DAMAGE) RESULTING FROM THE BREACH OF ANY PROVISION OF THE INSTALLATION WARRANTY OR THE ROOF WARRANTY, WHETHER OR NOT OCCASIONED BY TENCO'S NEGLIGENCE.**

***IT IS THE SOLE RESPONSIBILITY OF CLIENT TO DETERMINE WHETHER INSTALLATION OF THE SYSTEM MAY INTERFERE WITH AND/OR VOID EXISTING ROOF WARRANTIES. TENCO SHALL NOT BE LIABLE TO THE EXTENT THE INSTALLATION OF THE SYSTEM MAY VOID SUCH WARRANTIES. THE ROOF WARRANTY HEREIN DOES NOT COVER REPAIRS TO THE ROOF WHICH WOULD OTHERWISE HAVE BEEN AVAILABLE BY THE ROOFING MANUFACTURER IF CLIENT'S ROOF WARRANTY HAD NOT BEEN VOIDED.**

CLIENT'S DUTY IN THE EVENT OF BREACH BY TENCO



In the event of a breach of the Installation Warranty or Roof Warranty, Client must notify TENCO of the alleged installation defect within three (3) days of its discovery by electronic mail, followed by registered or certified mail sent to the below listed address. Prior to commencing any repair or replacement, Client must obtain from TENCO, in writing, the name of the representative authorized by TENCO to effect repair or replacement under the terms of the Installation Warranty or Roof Warranty. TENCO agrees to promptly provide Client with this information in writing.

EXCLUSIVE WARRANTY

The Installation Warranty and the Roof Warranty constitute TENCO's exclusive warranty regarding its installation services. Any and all representations, promises, warranties, or statements made by any person other than TENCO – including but not limited to TENCO's agents, dealers, or authorized representatives – shall have no force or effect whatsoever if such they differ from the contents of the Installation & Roof Warranty.

OPTIONAL EXTENDED WARRANTY

Client has included the thirty (30) year Solar Insure Component Monitoring and Warranty covering component defects to the solar powered photovoltaic electric generating system, roof penetrations within 3 inches of the solar roof attachment and related labor costs ("**Solar Insure Warranty**"). Client agrees to give Solar Insure site access to their System's monitoring data. Internet connectivity must be enabled throughout the coverage term. Full product details will be provided to the Client separate from this document.

APPENDIX B
Addendum to Commercial Solar Installation Agreement

Client Name(s): _____

Installation Address: _____

This Addendum and the following terms and conditions are hereby incorporated in and made a part of the TENCO SOLAR, Inc. Commercial Installation Agreement Summary, Terms & Conditions, the Appendices, and any documents incorporated herein by reference ("**Agreement**") between the Client(s) listed above ("**Client**") and Tenco Solar, Inc. ("**TENCO**") with respect to the Solar System located at the Installation Address above. This Addendum shall amend and supersede the Agreement with respect to the following terms and conditions.

This Agreement includes fleet monitoring services and one or more limited warranties provided by Solar Insure Inc. ("**Solar Insure**"). The included limited warranties cover: (i) component defects to the System for a period of thirty (30) years from the System's installation, (ii) roof penetrations made to support the System and that are directly related to the System's installation for a period of thirty (30) years from the System's installation, and (iii) related labor costs.

FOR SYSTEMS THAT INCLUDE BATTERY STORAGE: Client has the option to include a separate limited warranty to cover component defects to the battery storage system for a period of thirty (30) years from the System's installation. This option to include the battery limited warranty is only available if the System includes a battery storage system and Client has accepted the above PV referenced monitoring services and limited warranties.

Full details regarding the limited warranties, their limitations, and reasons for voiding will be provided to the Client in a separate form which can be obtained at <https://www.solarinsure.com/30-Year-Plan.pdf> OR <https://www.solarinsure.com/30-Year-Battery.pdf>.

Contractor's failure to enroll Client in Solar Insure's warranty program and/or submit Client information into Solar Insure's systems shall not create an obligation on the part of Solar Insure related to its product in Client's contract with Contractor. Notwithstanding the foregoing, Client acknowledges and agrees that Contractor shall have no obligation to enroll Client in the event Client fails to provide enrollment information to Contractor within five (5) days of its request.

Client agrees to give Solar Insure and its affiliates the necessary access to the System in order for such services to be provided. Internet connectivity must be enabled throughout the entire term of each limited warranty and the monitoring services.

During the applicable period for any limited warranty in respect of roof penetration, Solar Insure will provide for labor, travel, and/or sealant necessary to remedy any penetrations made to support the System and that are directly related to the System's installation. For the avoidance of doubt, Solar Insure is not responsible for any penetration beyond the System, any penetration not directly related to the System, any damage to the interior of the home, or any labor associated with the removal and/or replacement of a roof, if replacement is necessary in the future.



The limited warranties provided by Solar Insure are separate and apart from Contractor's limited warranties as may be set forth in the Agreement and while coverage under the Solar Insure warranties solely rests with Solar Insure, Client should contact Contractor for coordination of Solar Insure warranty requests and services. Client agrees and acknowledges that Solar Insure is a supplier of fleet monitoring services and limited warranties and is not an affiliate of Contractor and that any and all service and warranty obligations of Solar Insure are not the obligations of Contractor.

Except as set forth in this Addendum, the undersigned reaffirm the terms and conditions of the Agreement.

This Addendum and the foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt

Client Signature: _____

Date: _____

APPENDIX C DATA USAGE & DISCLOSURE POLICY

This Appendix C “**Data Usage & Disclosure Policy**” describes the circumstances in which and purposes for which TENCO SOLAR, Inc. (“TENCO”) may use or disclose Data.

- a. **Data Usage.** TENCO may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance your System; (2) for our internal purposes, including without limitation, research and development, improvement of our products and service offerings, and creation of new product and service offerings; (3) to customize content and communications TENCO may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified.)
- b. **Data Disclosure.** TENCO will not disclose any Data, other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to the Client (including working with any third-party service providers who may assist TENCO with collecting, hosting, maintaining, analyzing or otherwise processing Data for TENCO); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if TENCO believes, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability; (B) protect us or others from fraudulent, abusive or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our services available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties TENCO uses to supports its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which TENCO discloses it to them; and (7) for any purpose for which Client has provided their express consent.

Client’s initials below indicate that they have read, understood, and accepted the provisions set forth in this Appendix C.

Agreed and accepted by Client: (Initials)

**APPENDIX E
ADDITIONAL SOLAR SYSTEM SPECIFICATIONS & SCOPE OF WORK**

ADDITIONS	SCOPE
Procurement, Design, and Installation of Rooftop Solar PV system (Watts)	270,280
Procurement, Design, and Installation of Carport Solar PV System (Watts)	N/A
Procurement, Design, and Installation of Battery Backup System (kWh)	N/A
Solar Insure 30-Year Limited Warranty	Included in Price
Other Installations	N/A
Other Materials	N/A
Interconnection Strategy	Standard Net Metering

**APPENDIX F
SOLAR INSURE WARRANTY DETAIL**

(See following page for warranty information)