

PURCHASE AGREEMENT

Date _____

Erus Builders, LLC dba ERUS ENERGY P: 844-272-8336

AZ: ROC #305508 • SC: G120073 • NM: GB02 #382417 • TX: TECL#30936

HQ: 2141 E Camelback Rd, Suite #250, Phoenix AZ 85016

3700 Fredericksburg Rd, Suite #138, San Antonio TX 78201 • 1155 Larry Mahan Dr, Suite I, El Paso TX 79925

• 1700 Alta Vista Dr Suite 120, Columbia, SC 29223

Purchaser(s)	Property/Job Address:	Cell Phone / Home Phone	
Description of Work Performed:	UNIT PRICE	Breakdown of Costs:	PRICE
Improvements/ Products / Services / Repairs			
____ PV PREP & INSTALLATION: Photo Voltaic (PV) System Project Planning, site inspection, engineering if required, system design, drawings, and permit, utility application, & installation system size _____ KW	\$ _____	Total PV Material & Labor	\$ _____
____ Enphase Micro Inverters		Other: _____	\$ _____
____ Perfect Power Box		Sales Tax	\$ _____
____ LED Lighting KW x 7 = _____		Total Including Tax	\$ _____
DOES NOT INCLUDE CHANDELIERS		Initial Down Payment	\$ _____
Other: _____			\$ _____
		Total Balance Due	\$ _____
		Type: PURCHASE /LEASE /PPA/IC (Circle One)	
		Payment: Cash /Check /Credit /Finance (Circle One)	

COMPANY IS NOT A LENDER but may assist/facilitate Purchaser to obtain financing. Approval and terms of financing are subject to 3rd party lender requirements. All monthly payments provided above are only estimates. Company is not an agent of any 3rd party lender.

OBLIGATION. In consideration of the rendering of services and or the furnishing of materials, as above designated, I/we, the undersigned property owner(s)/purchasers, jointly and severally, agree and promise to pay Erus Builders, LLC the sum of _____ Dollars (\$ _____), including all costs of collection, reasonable attorney's fees, and interest at the rate of 1.5% per month, which is an annual percentage rate of 18%, on the unpaid balance of the amount owed, any portion thereof, or any other breach under this Agreement not cured within 10 days written notice.

ALL MONTHLY PAYMENTS UNDER THIS AGREEMENT ARE IN ADDITION TO YOUR UTILITY BILLS.

ALL SAVINGS ARE ESTIMATES. All savings and production numbers are estimates. A number of variables will dictate the actual savings and energy production such as tilt of panels, orientation to the sun, shading, your individual pricing program with your utility provider and your individual consumption habits, etc. We shall not be responsible for damage to your roof due to its existing poor condition. Your system's PV panels will have a production guarantee from the manufacturer.

COMPARABLE PRODUCT. Company reserves right to install a comparable product if the one purchased is not suitable for the Property.

LIMITATION OF LIABILITY. In no event shall Company's aggregate liability, if any, in damages or otherwise, arising out of or related to any products, installation of any product, service or repair work, and or any other action, and whether any claim relating thereto is based in contract, tort, or otherwise, shall in any circumstance exceed the purchase price actually paid by Purchaser for such product. Company shall not be liable for any incidental, consequential or special damages or for economic loss or expense of for loss or profits of Purchaser(s).

ENTIRE AGREEMENT/MERGER/INTEGRATION. This Agreement, the sales presentation, worksheet and materials, the Acknowledgement, the Advocacy Program (if applicable), and all attachments hereto, constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing, signed by both parties.

TERMS & CONDITIONS. I/we agree to & accept the General Terms, Conditions, and Disclosures of this Agreement & further acknowledge receipt of a completed copy of the attached Notice to Buyers, Notice of Cancellation & other disclosures attached hereto & incorporated herein by this reference & agree to all the terms.

NOTICE TO THE BUYER--DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT & ALL ITS ATTACHMENTS OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. "YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I HAVE READ AND UNDERSTAND THE ABOVE AND HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS BINDING AGREEMENT.

X _____
Signature

X _____
Signature

Purchaser(s) Acknowledgement of Receipt: _____ / _____ (initials) / Date:

GENERAL TERMS, CONDITIONS AND DISCLOSURES

1. **Payment.** We assume no responsibility or liability for payments you make directly to any of its sales agents, sub-contractors or employees unless said payment is made by check and made payable to Erus Builders, LLC (“Company”).
2. **Company.** Any reference made to Company throughout this Agreement includes Company, its assigns, employees, servants, agents, installers, contractors, sub-contractors, installers, affiliates where the context so requires.
3. **Information, Privacy & Disclosure.** By accepting this Agreement, purchaser agrees to provide all information, even if considered “personal information” within the meaning of the Privacy Act of 1974, which may be required to apply for any grant, rebate, credit or other benefit. Purchaser consent to Company collecting, using, and disclosing your information as set out in this Agreement.
4. **Demand, Acceleration & Collection.** If the Purchaser(s) refuses to complete the purchase as agreed or defaults under any terms of the Agreement, the entire balance of the purchase price shall accelerate and become due and payable immediately. Purchaser shall be liable for all collection costs. In any suit or proceeding arising out of or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable expenses, including, but not limited to, attorney’s fees, costs and expenses and 18% interest on unpaid balance. Company also may have the option of removing all or part of the material from the Purchaser’s premises in addition to receiving payment of the balance.
5. **Surplus.** All surplus material is the property of Company.
6. **Waiver.** Unless other wise provided by statute or applicable law, Purchaser(s) acknowledges that once work has commenced, Purchaser(s) has waived his/her right to cancel. Once installation or repair work of any product or service is substantially completed, pursuant to your request for repair, maintenance or installation; then such work, services or products installed cannot be returned or unperformed in a way as to return the purchased items or services in a condition prior to installation.
7. **Workmanship.** Company will perform all work in accordance with all local building codes and regulations, and in a workmanlike manner. Any work performed outside the scope of Company’s licenses shall be performed by a duly licensed contractor holding the requisite license in the jurisdiction in which the work is being performed.
8. **Perfecting Interest.** Purchaser agrees that he/she will sign a Contractor’s Completion Certificate, Promissory Note, Deed of Trust, Solar lease, and any other documents deemed necessary or required to perfect Company’ rights and interest in this Agreement and/or the Purchaser’s obligations under this Agreement and/or any lender, private party or financial institution to which Company may assign all or any portion of its interests, rights and obligations under this contract.
9. **PV System.** If this Agreement is for the purchase of Solar Electric (photovoltaic) equipment the Agreement will be subject to a site inspection and analysis by Company to determine the suitability of such project and the potential rebate adjustments. Purchaser understands that rebates and credits are estimates and subject to the customers individual site, system, and performance. The Standard Solar Electric System consists of solar modules from a manufacturer of Company’s choice, appropriate wiring, inverter system.
10. **Limited Warranty.** Company does not make any representations or warranties except for this set out in this Agreement and those warranties, which cannot be excluded, from this Agreement. Company shall provide limited warranties in compliance with the minimum standards of applicable state law in which it operates. This warranty is for normal use and conditions only. All warranty coverage to equipment and workmanship installed by Company will be void if any alterations or repairs are performed by any person or persons not expressly authorized, in writing by Company. The warranty does not cover: weather, vandalism or damage caused by external forces such as an act of God; normal wear and tear or aging of material; any implied warranties; additional electric bills, water damage or any other consequential damages to the property; damage to the system or its efficiency due to adjustment, moving or tampering with components by individuals other than those specified by Company. The following warranties apply to the Products:
Manufacturers and Products Warranty: Company agrees to pass any and all existing product and manufacturer’s warranties to the Purchaser(s).
In Arizona: The collectors, heat exchangers and storage units of a solar energy device that is sold or installed, and the installation, shall be warranted for a period of at least two (2) years. The remaining components of the solar energy device and their installation shall be warranted for a period of one (1) year. A written statement of warranty, responsibilities assumed or disclaimed and performance data of the solar energy device and components of the solar energy device shall be furnished to the buyer. The solar energy device complies with the requirements of section A.R.S. section 44-1762.
In Texas: Workmanship warranty of at least two (2) years that covers the installation of the solar hot water and solar electric system, including labor and materials.
In New Mexico: Solar energy systems shall have a two (2) year warranty on parts, equipment and labor with the following exceptions: (a) the warranty provided by the contractor on each specific piece of equipment shall not exceed the duration and conditions of the warranty provided by the manufacturer of the equipment against defects in materials and workmanship; (b) in the case of an expansion of an existing system, the warranty provided by the contractor shall be limited to cover only parts, equipment and labor directly related to the upgrade or expansion; and (c) the owner of the solar energy system shall bear the actual cost of shipping the product for the repair and replacement.
Unless otherwise provided above, Company warrants that all material will be free from defects for a period of one (1) year from date of installation and the material fulfill the necessary warranty requirements as prescribed by law.
TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF COMPANY, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING AND SIGNED AND APPROVED BY COMPANY. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO

Purchaser(s) Acknowledgement of Receipt: _____/_____(initials) / Date:

PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, WHETHER ARISING OUT OF OR RELATED TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFECTS IN PRODUCTS, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION RELATING TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION OR LOSS OF REVENUE.

***In Texas:** "Regulated by The Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints"

11. **Ownership, Access & Authority to Install.** Purchaser warrants that he/she/it owns the Property and/or has the full authority to accept this Agreement. Purchaser authorizes Company to install the products on the Property. To enable Company to perform its services hereunder, Purchaser(s) shall grant access and adequate space on Purchaser(s) premises mutually designated by Company and the Purchaser(s), for the complete and proper installation, operation, maintenance and repair and rights of ingress and egress to, through and from such premises and the space designated for materials at all times. Company may remove the products from your property in case of a default and any proceeds from the sale of the products, if any, may be set off against any amount due from you.

12. **Transfer.** If Purchaser lists or sells the Property after acceptance and prior to payment in full for the Products, then Purchaser agrees that, in addition to Purchaser remaining as an obligor and guarantor on the debt, the outstanding money shall be secured by the Property by a lien senior to any subsequent lienholders.

13. **Cooperation.** Both parties agree to cooperate and do everything necessary to ensure that the terms of this Agreement take effect, including but not limited to complying with any legislation, regulation or law concerning the subject matter of this Agreement.

14. **Taxes.** Prices stated in this Agreement do not include relevant taxes for sale made by Company directly to the Purchaser(s) unless noted otherwise. This Agreement shall comply with applicable Gross Receipts Tax requirements.

15. **Tax Credits & Rebates.** Upon purchaser's request, Company may assist with the paperwork and application process required to obtain federal and state tax credits and/or rebates. Purchaser understands that tax credits are credits against Purchaser's income tax liability. In the event Purchaser does not have tax liability then tax credits will not be available to Purchaser. Company shall not be liable if Buyer doesn't receive rebates or federal or state tax credits for any reason. Purchaser to consult tax professional.

16. **Condition of Property; Permits.** Purchaser warrants that the Property is of such condition that the Products can be installed and there are no outstanding violations, permits, and related issues affecting the Property. Purchaser also warrants there are no unpermitted structures or open permits which would make the installation impracticable and the Products, whether installed or to be installed, unpermissible by the local jurisdiction. Purchaser shall take all reasonable measures to permit or remove all unpermissible structures and shall cooperate with Company in a timely manner and no later than 30 days from the date of such written notice from Company to do so. Purchaser shall be liable for all damages caused Company as a result of such condition of the Property. Should Company decide to correct the permitting issues so as to finalize the installation and permitting of the Products, Purchaser shall pay Company all costs and fees associated with said services.

17. **Conditions and Damage to Premises.** We are not responsible for any damage to Purchaser's premises, including, roof, walls, piping, electrical panels, etc., due to their existing poor condition. Purchaser understands that there may be exposed conduit and other plumbing and electrical components in connection with the installation of the system. Purchaser(s) agrees to remove or protect any personal property, inside or out, including shrubs and flowers and Company shall not be held responsible for damage to said items. Company is not liable for damage to Purchaser's roof absent of negligent installation. Purchaser understands that Purchaser is responsible for the condition of the roof at time of installation. Company is not liable for any and all pre-existing defects in the roof. Purchaser (and Property owner) is to carry its own fire, hurricane and other necessary insurance.

18. **Delays.** We shall not be liable for any delay in delivery or failure to deliver, resulting from any cause beyond our control. Such causes include but shall not be limited to: an act of God or of the public enemy, a government, a fire, flood, epidemic, quarantine, restriction, strike, freight embargo, unusually severe weather or Company's inability to obtain necessary materials, labor or transportation.

19. **Indemnity.** Purchaser shall indemnify and not hold Company, its affiliates, agents, officers, representatives and employees liable for any damage or injury to Purchaser, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of negligence or willful misconduct by Company, his or her agents or employees.

20. **Severability.** If any provision or any part of a provision of this Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

21. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded by this Agreement and the only inducement to the Purchaser to enter into this agreement with, Company as is herein contained. This Agreement may be modified only in a written document signed by both Parties.

22. **Perfect Power Box.** In the event that you breaker box / service panel does not contain enough open spaces to install the Perfect Power Box we reserve the right to install multiple smaller perfect power boxes inside your home.

23. **Headings.** Headings to clauses are for convenience only and shall not affect the construction of this Agreement.

24. **DISCLOSURE REGARDING UTILITY RATES** - Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Purchaser(s) Acknowledgement of Receipt: _____ / _____ (initials) / Date:

NOTICE TO BUYER

1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this agreement at the time you sign it.
3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges.
4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.
5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.
6. No agreement of the buyer in a home solicitation sale shall be effective unless the following completed form, in duplicate and in the language used in the oral sales presentation which, if in English, would be in the form set forth in this subsection, is attached to the contract or receipt

NOTICE OF CANCELLATION
DATE OF TRANSACTION: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **ERUS BUILDERS, LLC DBA ERUS ENERGY 2141 E Camelback Rd #250, Phoenix AZ 85016**) NOT LATER THAN MIDNIGHT OF (date: _____).

I HEREBY CANCEL THIS TRANSACTION. Date:

(buyer's signature) _____

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- 10. Limited Warranty.** Company does not make any representations or warranties except for this set out in this Agreement and those warranties, which cannot be excluded, from this Agreement. Company shall provide limited warranties in compliance with the minimum standards of applicable state law in which it operates. This warranty is for normal use and conditions only. All warranty coverage to equipment and workmanship installed by Company will be void if any alterations or repairs are performed by any person or persons not expressly authorized, in writing by Company. The warranty does not cover: weather, vandalism or damage caused by external forces such as an act of God; normal wear and tear or aging of material; any implied warranties; additional electric bills, water damage or any other consequential damages to the property; damage to the system or its efficiency due to adjustment, moving or tampering with components by individuals other than those specified by Company. The following warranties apply to the Products:

Manufacturers and Products Warranty: Company agrees to pass any and all existing product and manufacturer's warranties to the Purchaser(s).

In Arizona: The collectors, heat exchangers and storage units of a solar energy device that is sold or installed, and the installation, shall be warranted for a period of at least two (2) years. The remaining components of the solar energy device and their installation shall be warranted for a period of one (1) year. A written statement of warranty, responsibilities assumed or disclaimed and performance data of the solar energy device and components of the solar energy device shall be furnished to the buyer. The solar energy device complies with the requirements of section A.R.S. section 44-1762.

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TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF COMPANY, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING AND SIGNED AND APPROVED BY COMPANY. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO

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PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, WHETHER ARISING OUT OF OR RELATED TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFECTS IN PRODUCTS, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION RELATING TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION OR LOSS OF REVENUE.

*In Texas: "Regulated by The Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints"

11. Ownership, Access & Authority to Install. Purchaser warrants that he/she/it owns the Property and/or has the full authority to accept this Agreement. Purchaser authorizes Company to install the products on the Property. To enable Company to perform its services hereunder, Purchaser(s) shall grant access and adequate space on Purchaser(s) premises mutually designated by Company and the Purchaser(s), for the complete and proper installation, operation, maintenance and repair and rights of ingress and egress to, through and from such premises and the space designated for materials at all times. Company may remove the products from your property in case of a default and any proceeds from the sale of the products, if any, may be set off against any amount due from you.

12. Transfer. If Purchaser lists or sells the Property after acceptance and prior to payment in full for the Products, then Purchaser agrees that, in addition to Purchaser remaining as an obligor and guarantor on the debt, the outstanding money shall be secured by the Property by a lien senior to any subsequent lienholders.

13. Cooperation. Both parties agree to cooperate and do everything necessary to ensure that the terms of this Agreement take effect, including but not limited to complying with any legislation, regulation or law concerning the subject matter of this Agreement.

14. Taxes. Prices stated in this Agreement do not include relevant taxes for sale made by Company directly to the Purchaser(s) unless noted otherwise. This Agreement shall comply with applicable Gross Receipts Tax requirements.

15. Tax Credits & Rebates. Upon purchaser's request, Company may assist with the paperwork and application process required to obtain federal and state tax credits and/or rebates. Purchaser understands that tax credits are credits against Purchaser's income tax liability. In the event Purchaser does not have tax liability then tax credits will not be available to Purchaser. Company shall not be liable if Buyer doesn't receive rebates or federal or state tax credits for any reason. Purchaser to consult tax professional.

16. Condition of Property; Permits. Purchaser warrants that the Property is of such condition that the Products can be installed and there are no outstanding violations, permits, and related issues affecting the Property. Purchaser also warrants there are no unpermitted structures or open permits which would make the installation impracticable and the Products, whether installed or to be installed, unpermissible by the local jurisdiction. Purchaser shall take all reasonable measures to permit or remove all unpermissible structures and shall cooperate with Company in a timely manner and no later than 30 days from the date of such written notice from Company to do so. Purchaser shall be liable for all damages caused Company as a result of such condition of the Property. Should Company decide to correct the permitting issues so as to finalize the installation and permitting of the Products, Purchaser shall pay Company all costs and fees associated with said services.

17. Conditions and Damage to Premises. We are not responsible for any damage to Purchaser's premises, including, roof, walls, piping, electrical panels, etc., due to their existing poor condition. Purchaser understands that there may be exposed conduit and other plumbing and electrical components in connection with the installation of the system. Purchaser(s) agrees to remove or protect any personal property, inside or out, including shrubs and flowers and Company shall not be held responsible for damage to said items. Company is not liable for damage to Purchaser's roof absent of negligent installation. Purchaser understands that Purchaser is responsible for the condition of the roof at time of installation. Company is not liable for any and all pre-existing defects in the roof. Purchaser (and Property owner) is to carry its own fire, hurricane and other necessary insurance.

18. Delays. We shall not be liable for any delay in delivery or failure to deliver, resulting from any cause beyond our control. Such causes include but shall not be limited to: an act of God or of the public enemy, a government, a fire, flood, epidemic, quarantine, restriction, strike, freight embargo, unusually severe weather or Company's inability to obtain necessary materials, labor or transportation.

19. Indemnity. Purchaser shall indemnify and not hold Company, its affiliates, agents, officers, representatives and employees liable for any damage or injury to Purchaser, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of negligence or willful misconduct by Company, his or her agents or employees.

20. Severability. If any provision or any part of a provision of this Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

21. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded by this Agreement and the only inducement to the Purchaser to enter into this agreement with, Company as is herein contained. This Agreement may be modified only in a written document signed by both Parties.

22. Perfect Power Box. In the event that you breaker box / service panel does not contain enough open spaces to install the Perfect Power Box we reserve the right to install multiple smaller perfect power boxes inside your home.

23. Headings. Headings to clauses are for convenience only and shall not affect the construction of this Agreement.

24. DISCLOSURE REGARDING UTILITY RATES - Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Purchaser(s) Acknowledgement of Receipt: _____/_____(initials) / Date:

NOTICE TO BUYER

1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this agreement at the time you sign it.
3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges.
4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.
5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.
6. No agreement of the buyer in a home solicitation sale shall be effective unless the following completed form, in duplicate and in the language used in the oral sales presentation which, if in English, would be in the form set forth in this subsection, is attached to the contract or receipt

NOTICE OF CANCELLATION

DATE OF TRANSACTION: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO **ERUS BUILDERS, LLC DBA ERUS ENERGY 2141 E Camelback Rd #250, Phoenix AZ 85016**) NOT LATER THAN MIDNIGHT OF (date: _____).

I HEREBY CANCEL THIS TRANSACTION. Date:

(buyer's signature) _____

NOTICE OF CANCELLATION

DATE OF TRANSACTION: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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I HEREBY CANCEL THIS TRANSACTION. Date:

(buyer's signature) _____

Purchaser(s) Acknowledgement of Receipt: _____ / _____ (initials) / Date:

E-Sign Agreement

Congress enacted the Electronic Signatures in Global and National Commerce Act (E-Sign Act) to ensure the legality of electronic contracts. Before obtaining products or services electronically through **Erus Builders, LLC dba Erus Energy** sign this agreement.

The undersigned agrees to the following provisions regarding e-commerce services received from **Erus Builders, LLC dba Erus Energy, 2141 E Camelback Rd #250, Phoenix AZ 85016**:

1. All of the disclosures, records and other information being provided to you may be in electronic form. Information provided in electronic form will not be distributed in paper unless you contact **Erus Builders, LLC dba Erus Energy, E Camelback Rd #250, Phoenix AZ 85016** and request a paper version of a particular document. You may be subject to a fee for such request unless prohibited by applicable law.
2. Your consent covers all of your transactions, including all disclosures, contracts, notices and statements that you agree to obtain electronically.
3. You have the right to withdraw your consent at any time and at no cost to you. If you wish to withdraw your consent, you must contact **Erus Builders, LLC dba Erus Energy, 2141 E Camelback Rd #250, Phoenix AZ 85016**.
4. You must notify us about any change in your e-mail address. You may do so on-line by phoning us at **844-272-8336**, or by writing to us at **Erus Builders, LLC dba Erus Energy**. We will attempt to redeliver an undelivered message by contacting you to verify your email address.
5. We will make the disclosure available for at least 90 days from the date the disclosure first becomes available or from the date of the notice alerting the you of the disclosure, whichever comes later.
6. A completed set of all of your disclosures and signed agreements and related documents, statements, and notices, will be sent to your email, a copy of which shall be kept on-file with the Company for three (3) years or longer if required by applicable law. You may contact the **Erus Builders, LLC dba Erus Energy** should you need to access any of these documents.
7. Below are the hardware and software requirements for access to and retention of the information being provided to you in electronic form: We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent at no cost to you. You will need an email address, internet access, and ability to use an electronic signature program such as docusign. Once signature completed you will receive the executed document via email in which you can download and save to your desktop files.

X _____

X _____

Print Name: _____

Print Name: _____

Purchaser(s) Acknowledgement of Receipt: _____/_____(initials) / Date:

ADDITIONAL SITE INFORMATION

System size: _____ KW Visual condition of roof: _____ Has roof ever leaked? Yes / No

Type of roof: _____ Shading: _____ Electrical Service Size: _____

Meter #: _____ Open Breaker Spaces #: _____

Have you taken a photo of electrical panel with cover open and sent in with this questionnaire Yes / No

Have you taken a photo of the area around the electrical panel and sent in with this questionnaire Yes / No

Facing the home from the street what side is the electric service on? Left Right Front Rear

Is there access to the service without homeowner there: Yes / No Guard Gate: Yes No

Is home in an HOA: _____ Name of HOA: _____ HOA Phone Number: _____ - _____ - _____

Utility Company Login Information: User Name: _____

Password: _____

Type of home: Single Family Mobile Manufactured Townhome Duplex

POST INTERVIEW QUESTIONS

1. Was I able to answer all of your questions today?

2. Are you completely comfortable with everything we've agreed to here today? _____

3. What is one reason why you are excited about energy saving systems we have discussed today?

Acknowledgements

Client Name: _____

Representative: _____ Purchase Date: _____

Initials

____ ____ Tax Credit Defined: An Amount of money that a taxpayer is able to subtract from the amount of tax that they owe to the government. Unlike deductions and exemptions, which reduce the amount of your income that is taxable, tax credits reduce the actual amount of tax that you owe the government. A Tax credit is generally much more valuable than a deduction. The tax credit reduces the actual amount of tax that must be paid. A deduction, on the other hand, only reduces the taxable income. A tax credit does not depend on the tax rate and so it is of equal value to a taxpayer regardless of income level. Your initials indicate that you understand that in order to take full advantage of the federal government's 30% Energy Efficiency Tax Credit, you must have a tax obligation that the tax credit can offset.

Initials

____ ____ I understand my energy savings will vary based upon my lifestyle choices. I understand that any savings are estimates and are based on my current household utility usage (KWH) and current utility costs. I understand that if I change my energy consumption by adding appliances, another person in residence, change my thermostat, utility billing rate, or any other item that consumes more power the percentage above will go down. **I understand that my utility bill will never be zero due to connection and other fees. I also understand that my solar system may not eliminate all of my consumption from the utility company.**

Initials

____ ____ **I understand that my total balance is due and payable upon the complete installation of the system. Commissioning the system by the utility may take additional time.**

Initials

____ ____ I acknowledge & understand that **any and all** shading issues is the sole responsibility of the homeowner/purchaser to **maintain or remove** any and all shading issues including trees. Failure to do so will impact system performance, rebates and utility bills.

Client Signature

Date

Client Signature

Date

Representative Signature

Date

Erus Energy

30 Day Price Guarantee Certificate

We are so confident that if you can find a system equal to ours for a lower price we will refund the difference.

- ✓ Must be an apple for apple comparison
- ✓ Must have equal: Panels, size, and quality. The price must also include all inverters, racking, drafting, engineering, financing, and must include all products being installed with comparable warranties.

To redeem your certificate just send in a quote from a licensed contractor within 30 days from the date of purchase.

We look forward to serving you for many years to come!

Date of Agreement: _____

Client

Client

Representative

Referral Worksheet

Date: _____

Client Name: _____ Representative Name: _____

Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____

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Name: _____ Number: _____

Relationship: _____

Name: _____ Number: _____

Relationship: _____