



**Residential- and Small-Scale Solar Hot Water
Participant's Agreement**

The following Participant's Agreement (the "Agreement") is issued by the Massachusetts Clean Energy Technology Center ("MassCEC"), an independent public instrumentality of the Commonwealth of Massachusetts. Any changes or electronic alterations to the official version of this form shall be void. Each Party acknowledges and agrees that they have read and understand all of the terms and conditions of this Agreement and the Residential- and Small-Scale Solar Hot Water Program Manual (the "Program Manual") and specifically agrees to be bound by their contents upon the execution and submission of the Residential- and Small-Scale Solar Hot Water Program Application. This Agreement shall become effective as of the date indicated on an Award Letter from MassCEC.

Accepting the following Agreement as part of the Residential- and Small-Scale Solar Hot Water Program Application does not entitle the Parties to an Award by MassCEC.

Any capitalized terms not defined herein shall have the meanings ascribed to them in the Program Manual or Award Letter.

Whereas, MassCEC, is offering financial assistance in the form of grants under the Residential- and Small-Scale Solar Hot Water Program (the "Program") for the design and construction of residential- and small-scale solar hot water projects;

Whereas, the Applicant (the "Primary Installer") has submitted the Application on behalf of the Solar Hot Water System Owner (the "System Owner") (the Primary Installer and System Owner together the "Applicant Parties", together with MassCEC, the "Parties", and each alone a "Party") for the installation of a solar hot water system (the "SHW Project"), as described in the Residential- and Small-Scale Solar Hot Water Program Application (the "Application"); and

Whereas, as a condition of their participation in the Program, the Applicant Parties agree to abide by the terms of this Agreement.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

1. Eligibility. Applicant Parties represent that they satisfy all eligibility requirements set forth in the Program Manual and that they will comply with all terms and conditions set forth herein and in the Program Manual and all related Program Documents, as that term is defined in the Program Manual.
2. Installation Contract. System Owner has entered into a contract with the Primary Installer to design and construct the SHW Project (the "Installation Contract") which requires, in part, that the Primary Installer meet all requirements set forth in the Program Manual and incorporated by reference herein.



3. The SHW Project.

- a. *Performance of the Work.* System Owner shall ensure that the SHW Project is installed and completed in accordance with the specifications set forth in the Application and that the SHW Project satisfies all eligibility requirements set forth in the Program Manual. System Owner is responsible for ensuring that the installed SHW Project continuously complies with the Program Manual on an ongoing basis for its Useful Life. For purposes of this Agreement the term “Useful Life” shall mean a period not less than ten (10) years from the date of Project Completion.
- b. *Award Rescission/Reduction.* MassCEC reserves the right, acting in the sole exercise of its discretion, to rescind the Award in the event of noncompliance with this Agreement, the Program Manual or other documents incorporated by reference. MassCEC will not provide an adjusted Award that is more than the originally approved Award. Notwithstanding the foregoing, MassCEC reserves the right, at its sole discretion, to adjust the Award amount in a manner proportionate to proposed changes from the approved Application and to rescind the award in the event that the SHW Project is not completed within nine (9) months of the Award and the System Owner has not received a waiver from MassCEC.
- c. *SHW Project Location Change.* Changes to the physical location of some or all of the components, except in the case of warranty replacements, of an installed SHW Project during the Project’s Useful Life are prohibited (a “Location Change”). In the event that MassCEC receives information concerning a Location Change and confirms that a Location Change has occurred, MassCEC shall rescind Awards that have not yet been paid to the designated Payee (as identified in the Application) and seek repayment of any portion of the Award that has been paid. System Owner agrees that if it has received the Award and subsequently makes a Location Change within the first ten (10) years after the SHW Project Completion Date, it shall notify and return the full amount of the Award to MassCEC. Examples of a prohibited Location Change include, but are not limited to, moving the specific site of a solar hot water installation or transferring a SHW Project to a property other than the one set forth in the Application.
- d. *Project Completion.* The System Owner and Primary Installer shall work cooperatively to achieve Project Completion within the timeframes specified in the Program Manual. For purposes of the Agreement, “Project Completion” shall mean that the installation has been completed in accordance with the Program Manual and inspected and approved by the authorities having jurisdiction over official permitting. For projects where a MassCEC inspection is designated, Project Completion shall additionally mean that the MassCEC inspection has been completed and that the project has been approved by the MassCEC inspector. Failure to achieve Project Completion within the specified timeframes may result, at MassCEC’s sole discretion, in forfeiture of all or a portion of the Award. MassCEC shall consider, at its sole discretion, written requests for an extension of the Project Completion Deadline specified in the Award Letter sent to the System Owner. MassCEC has the right to audit project cost claims throughout the Program on a random basis or if issues are suspected. MassCEC will give Projects 15 days of



notice prior to audit. Consideration of a requested time extension shall be strictly limited to circumstances that are beyond the control of the System Owner or Primary Installer.

4. Award Payment. MassCEC shall pay the grant Award in the amount designated in the Award Letter to the Payee designated in the attached Application within sixty (60) days after MassCEC's receipt and acceptance (as determined at its sole discretion) of a Project Completion Form and the associated back-up documentation demonstrating that the installation has reached Project Completion and has met all requirements as described in the Program Manual. Upon meeting the aforementioned requirements and with no changes to the system or its ownership, the Payee shall be paid a grant in an amount indicated in the Award Letter.
5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Applicant Parties' breach of any of the terms of this Agreement or any false representation of the Applicant Parties under this Agreement and/or the Application, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Applicant Parties or any of the Applicant Parties' agents, officers, directors, employees, contractors or subcontractors. Without limiting the foregoing, the Applicant Parties, for themselves individually, shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Applicant Parties, individually, or any of its agents, officers, directors, employees, contractors or subcontractors.
6. System Owner Responsibilities
 - a. The System Owner acknowledges that it is solely responsible for directing and controlling all SHW Project decisions, including, but not limited to:
 - i. If applicable, applying for the Income-Based Rebate Adder through MassCEC's Income Verification Portal (<http://masscecoverify.com/>);
 - ii. Selecting and entering into a written contract with the Primary Installer, including confirming that the Primary Installer meets program eligibility requirements as written in the Program Manual and requiring documentation that any workers, contractors, or subcontractors employed on the SHW Project have valid licenses issued by the Commonwealth of Massachusetts to perform the required work and are in compliance with all applicable laws, rules, and regulations related to employment in the Commonwealth including, but not limited to, those laws pertaining to workmen's compensation, non-discrimination and eligibility to work in the United States;



- iii. Preparing all plans, drawings, and specifications;
 - iv. Procuring equipment and obtaining appropriate warranties from the equipment vendor(s) and/or Primary Installer(s);
 - v. Obtaining all permits required by state, local, or federal law or regulation to perform the work required to complete the SHW Project;
 - vi. Construction means, methods, techniques, sequences, and procedures;
 - vii. Supervising and directing work performed to complete the SHW Project; and
 - viii. Safe operations and maintenance of the SHW Project, including any required replacement of parts.
- b. System Owner agrees that it shall abide by the Commonwealth's rules regarding employment discrimination when selecting the Primary Installer, equipment vendor(s), and/or subcontractor(s) for the SHW Project.
 - c. The Applicant Parties for themselves individually agree to comply with all local, state, and federal tax laws.
 - d. System Owner agrees to allow MassCEC, or its agents, to enter onto the site of the SHW Project to inspect the installed SHW Project during the first two (2) years of its Useful Life.

System Owner agrees to participate, upon MassCEC's request, in other information gathering activities required to prepare case studies, monitoring and evaluation studies, or other educational materials that may be beneficial to MassCEC or the public to disseminate knowledge gained as a result of the Program.
7. Disclaimer: MassCEC has not investigated, and MassCEC expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of the SHW Project by the Primary Installer presented in the Application. The approval of the Award does not constitute an endorsement, warranty, or guaranty of any kind or circumstance by MassCEC of any company, product, service, process, procedure, design or other matter regarding the installation of the SHW Project by the Primary Installer, equipment vendor and/or subcontractor(s) for the SHW Project. The entire risk of use of any Primary Installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the System Owner as part of its obligations under this Agreement.
8. Insurance: MassCEC recommends that every Installer purchase and maintain adequate insurance coverage until completion of the SHW Project. MassCEC also recommends that the Applicant Parties discuss the types and amounts of coverage maintained and the appropriateness of those coverages for the SHW Project. Applicant Parties acknowledge the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the SHW Project. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Applicant Parties of any responsibility to MassCEC, and the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification



under this Agreement.

9. Mediation / Arbitration: In the event of any dispute concerning the Parties' respective rights and obligations under this Agreement, the Parties hereby agree to submit such dispute to binding arbitration ("Arbitration") by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. If any of the Parties' requests mediation prior to Arbitration, the Parties will work in good faith to mediate their dispute through a jointly selected mediator. The Parties to any such dispute shall share the fees of the mediator or arbitrator jointly, and shall be individually responsible for any legal fees they may respectively incur.
10. Metering and Monitoring: Upon request by MassCEC, the Applicant Parties agree to provide MassCEC or a designated contractor access to the installed system for a period of two years after the Project Completion Date in order to install and operate a thermal and electrical metering and monitoring system. Applicant Parties further agree to provide electrical utility, gas utility, and/or heating fuel consumption data for two years prior to installation and for two years after installation. Applicant parties agree to provide access and allow MassCEC or a designated contractor to remove any metering and monitoring equipment for a period of up to six months after data collection is completed.
11. The following documents are incorporated by reference into this Agreement:
 - a. The Program Manual
 - b. The Residential- and Small-Scale Solar Hot Water Program Application submitted, including any additional information submitted by the Applicant Parties as requested by MassCEC
 - c. Award Letter (to be issued by MassCEC if the Application is approved)



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Signature and Acceptance Form

Program Manual Terms and Conditions. The undersigned acknowledges that all of the terms and conditions of the Program Manual are mandatory.

Public Disclosure Requirements. The undersigned specifically agrees to the applicability of the Public Disclosure provisions set forth in the Program Manual.

Energy Efficiency Requirement. The undersigned agrees that if the energy efficiency requirement has not been completed before the submission of this Application that this requirement will be fulfilled as a condition to receive payment of the rebate.

Payee. The Applicant Parties authorize the grant payment to be remitted directly to the Payee indicated on the Application upon Project Completion and submission of the required project completion documentation. Eligible Payees are the System Owner or the Primary Installer.

Metering and Monitoring. Upon MassCEC’s request, the Applicant Parties agree to allow MassCEC to install and uninstall metering and monitoring equipment on the Project and to collect data for up to two years from the Project Completion Date. Upon request, Applicant Parties also agree to provide energy consumption data for two years before and after project installation.

Participant’s Agreement Terms and Conditions. The undersigned agrees to all of the contract terms and conditions of this Participant’s Agreement and the Award Letter and acknowledges that by signing below, the undersigned shall be bound by the terms and conditions contained therein.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct to the best of my knowledge and I hereby agree and accept the Participant’s Agreement contained in the Application and shall be bound by all the terms and conditions contained therein.

System Owner	
Printed Name of System Owner:	Project Site Address:
Signature of System Owner:	Date:

Primary Installer	
Printed Name of Primary Installer:	Primary Installer Address:
Signature of Primary Installer:	Date: