

WEEGREEN INDEPENDENT SOLAR INSTALLER AGREEMENT

INDEPENDENT SOLAR INSTALLER AGREEMENT

This Independent Solar Installer Agreement (this “Agreement”) is entered into between WeeGreen, Inc., a Delaware corporation (“Company”), and [INSERT NAME of COMPANY], Solar Installer, effective as of [INSERT DATE on or before June 27, 2018] (the “Effective Date”).

I. GENERAL

A. The Solar Installer shall provide the services described in further detail in the office of the State of Rhode Island Office of Energy Resource Solarize RI Request for Proposal and Appendix A, B and C, dated May 29, 2018 (“Scope of Work”).

B. The Solar Installer shall be an independent Contractor and not an employee of WeeGreen. WeeGreen shall not be responsible for withholding taxes with respect to Solar Installer’s compensation. Solar Installer shall have no claim against WeeGreen for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

C. WeeGreen shall retain all right, title and interest in and to WeeGreen’s intellectual property, trade secrets and other proprietary information, together with any improvements thereon that may be generated in Solar Installer’s performance hereunder.

D. The Solar Installer shall possess all certifications and other requirements needed to undertake and provide the Scope of Work and associated deliverables.

E. The Solar Installer shall compensate WeeGreen for leads generated by the marketing, outreach and education done to promote Solarize RI.

Payment for Leads: Once the campaign has launched, interested customers will be able to sign up for an initial evaluation of solar PV of their home on the campaign website and other means. These leads will immediately be forwarded to the selected installer who is expected to contact these leads within 24 hours. Installers will be charged \$100 per qualified lead payable to WeeGreen once per day by a credit card for the total generated that day. The Installer will enter Credit Card on the WeeGreen Supplier Portal. Any leads – regardless whether they come through the campaign website or any other referrals -- that are generated as part of the campaign efforts, need to be entered through the campaign website. WeeGreen will not purchase leads from other sources for the Solarize RI program.

Definition of a Qualified Lead

A qualified lead is:

- a. Owner-occupied residential property with 4 or less units; and/or
- b. Commercial property; and
- c. Homeowner or business owner who is over 21 years old; and
- d. An accurate email and/or phone number; and

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- e. Any lead that comes in during a campaign through various channels including: website, events, direct contact with installer; or referrals from community members.

The following do not disqualify a lead including: “Issues” such as house orientation, shading, credit worthiness, age of roof.

Payment Structure: WeeGreen will be paid \$100 per qualified lead on the day the lead is sent to the selected solar installer. The solar installer agrees to credit card billing, whereas the customer’s credit card will be charged each day. Accepted credit cards include American Express, MasterCard, and Visa. Payments during a 24-hour period will be batched; i.e., if three leads are generated in one day there will be one charge of \$300 to a credit card or ACH account on file. Should the Solar Installers credit card on file be declined, the account will be paused until the unpaid balance is cleared in full. The Solar Installer will set up the payment method and process on the WeeGreen supplier portal as part of finalizing the Agreement.

Lead Audit: WeeGreen will perform an audit of leads and signed contracts by obtaining records from municipalities, campaigns and customers. Additionally, we will work closely with community leaders and volunteers to assure leads generated by the campaign are appropriately attributed to the campaign. Any discrepancy will be billed to the Installer.

End Runs: Installers may not under-report and/or hide leads or signed contracts. Should such “end runs” be identified during the Campaign, the installer’s contract will be terminated immediately, any up-front payments made by the installer will be deemed nonrefundable, and the installer will be prohibited from being eligible for future WeeGreen Campaigns.

II. COMPLIANCE

- A. The Solar Installer shall maintain such records (lead contact information, contracts, invoices, receipts or other evidence), as WeeGreen will need to meet any audit or external review requirements.
- B. The Solar Installer shall be responsible for paying all applicable taxes, permits and fees in connection with this Agreement, including, but not limited to, excise tax, state and local income tax, payroll and withholding; the Solar Installer shall hold WeeGreen harmless for all claims arising from payment of such taxes and fees.
- C. Both WeeGreen and the Solar Installer agree that no one involved in this Agreement will be discriminated against on the basis of race, color, national origin, gender, religion, age, sex, disability, political beliefs, sexual orientation, and marital or family status.

III. TERM AND TERMINATION

- A. This Agreement shall remain in full force and effect until terminated as provided below.

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B. This Agreement shall continue until the end of the Solarize RI project as defined in the RFP, including any extensions (as defined on Attachment A), unless earlier terminated by (i) mutual written agreement of the parties or (ii) either party, thirty (30) days after written notice to the other party of such other party's material breach hereof, provided that the breaching party shall have the opportunity to cure all applicable breaches within such thirty (30)-day period. Any termination shall not release the Solar Installer from paying the fees for leads generated through the termination date, plus any reasonable costs incurred by WeeGreen in preparation for performance hereunder. Further, any termination shall not release the Solar Installer from completing any agreed-upon services for the lead referrals.

C. Neither the Solar Installer nor WeeGreen shall be responsible for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Solar Installer or WeeGreen, respectively, and which by the exercise of due diligence they were unable to prevent.

IV. NONPERFORMANCE BY SOLAR INSTALLER

A. In the event of the Solar Installer's nonperformance under this Agreement and/or the violation or breach of this Agreement's terms, WeeGreen shall have the right to pursue all administrative, contractual and legal remedies against the Solar Installer and shall have the right to seek all sanctions and penalties as may be appropriate.

B. Each party agrees to defend and indemnify the other party from all suits, actions, or claims of any kind brought about as a consequence of the indemnifying party's negligence in performance hereunder, or any negligent act of commission or omission by the indemnifying party, or from any claim or amounts arising or covered under any law, bylaw, ordinance, regulation, or decree, violated by the indemnifying party in connection with the transactions contemplated by this Agreement.

V. CONFIDENTIALITY AND NON-SOLICITATION

A. Solar Installer acknowledges that during the term of this Agreement, it may receive information concerning WeeGreen's business and operations, all of which shall be considered confidential (hereinafter referred to as "Confidential Information"). Confidential Information shall not include any information that (i) is or becomes publicly known through no fault of receiving party; (ii) is developed independently by the receiving party; (iii) is known by the receiving party when disclosed by the disclosing party if the receiving party does not then have a duty to maintain its confidentiality; or (iv) is rightfully obtained by the receiving party from a third party who did not owe the disclosing party a duty to preserve its confidentiality. Unless compelled by subpoena or other process, Solar Installer will not, directly or indirectly, disclose Confidential Information to any other person or entity. This obligation survives any termination of this Agreement for a period of two (2) years.

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B. Solar Installer agrees that, during the term of this Agreement and for a period of one (1) year following the termination or conclusion of this Agreement (whether with or without cause), it will not, directly or indirectly, individually or together with or through any other person, firm, corporation or entity: (a) in any manner discourage or seek to influence any person or entity which is or has been a customer or client of WeeGreen from continuing its business relationship with WeeGreen; (b) approach, counsel or attempt to induce any person working for WeeGreen to end their relationship with the WeeGreen in order to become a worker for or associated with any other person, firm, corporation or entity; or (c) aid or counsel any other person, firm, corporation or entity to undertake any of the above.

VI. MISCELLANEOUS

A. This Agreement shall be construed under the laws of the District of Columbia. Any action or proceeding arising out of this Agreement shall be heard in the appropriate courts of the District of Columbia.

B. Neither this Agreement nor any provision of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party.

C. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. All waivers hereunder must be in writing, and no waiver shall be deemed a waiver of any future rights or remedies hereunder.

D. This Agreement and any attachments hereto constitute the entire Agreement between WeeGreen and the Solar Installer.

E. Payments on any claim shall not preclude WeeGreen from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Agreement and/or the specifications of a WeeGreen Project.

F. The Solar Installer shall assume responsibility for its actions and those of anyone else working for it while performing the Scope of Work under this Agreement.

G. This Agreement may be amended only in a writing signed by each of WeeGreen and Solar Installer.

H. This Agreement may be executed in counterparts and delivered via electronic means.

[The next page is the signature page.]

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IN WITNESS WHEREOF, the parties have executed this Independent Solar Installer Agreement effective as of the date set forth above.

WEEGREEN, INC.

[NAME OF SOLAR INSTALLER]

By: _____
Name:
Title:

By: _____
Name:
Title: