

# Solar Panel System Agreement

I, (hereinafter "Homeowner"), resident and owner of the property at (the "Property"), agree, to accept full responsibility for any and all financial issues and liability risks including personal injuries and/or damage to any part of my property or anyone else's residence and property (including, but not limited to, the roof, roof materials, and roof components) resulting from and/or occurring during or related to the installation, maintenance, temporary removal and reinstallation, permanent removal, use or existence of the solar panel system at my property.

Homeowner understands that the manufacturer and/or installer of the roof and /or roofing materials may not warranty roofs with solar panels installed and may discourage installation of solar panels on roofs. To the extent any warranty otherwise applicable to the roofs is waived or voided by installation of the solar panels, homeowner agrees to pay for any repair and/or replacement which would have been covered by the warranty.

Homeowner agrees to and does accept responsibility for the following:

1. Homeowner and any successors in interest to title to the Property shall be solely responsible for any and all maintenance, repair, and replacement of solar panel system, and shall indemnify and defend the Association from and against any and all claims, liabilities, expenses, or causes of action arising out of or in connection with the installation, maintenance, replacement, or repair of the solar panel system. This indemnity obligation shall extend to the costs of repairing any property damage to a common area or to property of other owners within the Development caused, in whole or in part, by the solar panel system, whether such damage shall occur at the time of initial installation of the solar panel system, or at any future time.
2. This Agreement touches and concerns the Property and shall run with the land and be binding on Homeowner and on any successor owner(s) of the Property. In the event Homeowner sells this property, Homeowner will disclose to future owners of the property that as a condition of ownership, they will be required to sign a legal document accepting these same obligations and responsibilities. Homeowner will pay all costs, including but not limited to attorneys fees, necessary for the preparation, recordation and execution of said document. Homeowner understands Homeowner has the option of completely removing the solar panel system prior to selling the property.
3. Homeowner will make arrangements for all work and accepts full responsibility for the cost of temporary relocation and reinstallation of the solar panel system when roof repairs or maintenance are required. Homeowner will pay any fees or costs incurred by the Association as a result of, or related to, any delay or failure to temporarily remove or relocate the solar panel system when roof repairs or maintenance are required and/or any increase in the cost of work attributable to the solar panel system.
4. Homeowner accepts responsibility for all "maintenance, repair, and replacement of roof or other building components" (for the roof areas defined in Attachment A) that may be caused or necessitated by or damaged as a result of the installation, maintenance, temporary relocation and reinstallation, permanent removal, existence or use of the solar panel system.
5. Prior to initial installation of the solar panel system, homeowner will obtain an indemnity agreement from the solar panel system installer requiring them to indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, temporary relocation and reinstallation, permanent removal, or use of the solar panel system. Homeowner will provide the original signed indemnity agreement to the the Association prior to any installation work being commenced.

6. Prior to initial installation of the solar panel system, homeowner will obtain (and provide a copy to the the Association) a city permit for the solar panel system.
7. Homeowner will obtain (and provide a copy to the the Association) a "certification of installation" from a licensed roofer.
8. If the Association is required to engage in any litigation to enforce any rights under this Agreement, the Association shall be entitled to recover from Homeowner, in addition to any other sums due, reasonable attorney fees, costs and necessary disbursements involved in said proceedings.
9. Homeowner shall hold harmless and indemnify the Association and defend the Association and its successors, assigns, employees and agents against any and all claims, demands, actions, liabilities, losses, expenses or damages, (including attorney's fees), that the Association may suffer as a result of, or related to the installation, maintenance, temporary removal and reinstallation, permanent removal, use or existence of the solar panel system. The obligation to indemnify shall be effective even if active or passive negligence or misconduct of the the Association, its successors, assigns, employees or agents contributes to the loss or claim. This indemnity will not extend to claims, demands, liability or expense arising out of the sole negligence or sole willful misconduct of the the Association.