

This Statement of Work ("SOW"), effective on the date last signed below ("Effective Date"), is made subject to and will be governed by the HVAC Services Agreement ("Agreement") by and between _____ (hereinafter, the "Customer") and Florida Power & Light Company (hereinafter "Company") (each a "Party" and collectively the "Parties") effective _____ ("Agreement"). Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement. Company and Customer are collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

1. Scope and Specifications of HVAC System

«Description_of_HVAV_System»

The above hereafter referred to as the "**HVAC System**".

2. Installation of HVAC System

Company shall be responsible for the removal of the current HVAC system, if applicable, and standard installation of the new HVAC System. Standard installation does not include: Any upgrade to meet any code, law, regulation, or ordinance; Exhaust venting, condenser slab, refrigerant lines more than four (4) feet, and electrical service conduit or wire past the disconnect; or costs associated with making space suitable for installation when the replacement unit does not fit in the existing space. Standard installation may include update to existing duct work only as necessary for operational needs of the HVAC System.

3. Additional Post-Installation Deliverables

Subject to Customer's payment obligations of Service Fees, Company (i) will provide one tune-up annually, (ii) will deliver four (4) basic HVAC air filters to the Service Location annually, and (iii) will provide a smart thermostat.

4. Term

The term of the Agreement shall commence upon the SOW Effective Date and shall continue in effect for a period of ten (10) years from the Service Term Commencement Date ("Initial Service Term").

5. Service Fees

«Monthly_Payment» per month for the Term, payable to Company [subject to Company's receipt of a down payment in the amount of \$X,XXX].

6. Customer Responsibilities

The Customer shall:

- (i) Be liable and responsible for all energy costs related to operation of the HVAC System both during and after installation.
- (ii) Ensure that no combustible, hazardous, or flammable materials are stored near the HVAC System.
- (iii) Inspect the area around the HVAC System on a regular basis for any sign of fluid leakage or other obstructions to the normal operation of the HVAC System.
- (iv) NOT permit anyone who has NOT been authorized by Company to service, repair, modify, alter, adjust, move, or disconnect the HVAC System.
- (v) Install all HVAC air filters delivered by Company to Customer once every three (3) months.
- (vi) Ensure that drain lines have been cleaned and maintained before and after HVAC System installation.
- (vii) Comply with Company to ensure proper permitting and job close out requirements are met.
- (viii) Ensure that the smart thermostat is connected to the Customer's WiFi network and update connectivity credentials as needed.

By signing below, Customer represents that the residence located at the Service Location set forth above (i) is used as a residence by Customer, (ii) is legally owned by Customer, (iii) is permanently affixed to the underlying real property owned by Customer, and (iv) is taxed by the applicable taxing authority as real property and not personal property.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

«CUSTOMER_NAME»

By: _____

Name: _____

(Signature)

Title: _____

Date: «Contract Date»

Date: _____

EXHIBIT 1
FINAL ACCEPTANCE CERTIFICATE

Florida Power & Light Company		Customer	
Address:	700 Universe Blvd., Juno Beach, FL 33408	Customer Name:	«Customer_Name»
Telephone:	«Phone_Number_Work»	Address/Service Location:	«Customer_Site_Address»
Subcontractor:	«Subcontractor_Name»	Home Telephone:	«Phone_Number_Home»

This Final Acceptance Certificate (“**FAC**”), effective on the date signed below (“**Effective Date**”) is being provided by Customer to Subcontractor pursuant to that certain Statement of Work effective «Contract_Date» (“**SOW**”), between Customer and Florida Power & Light Company (“**Company**”) as governed by the HVAC Services Agreement between the Parties (collectively, the “**Agreement**”). Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Agreement.

Customer certifies as of the Effective Date that Company, through the installation activities of Subcontractor, has achieved final completion of the HVAC System specified in this FAC and as required pursuant to the SOW, all in strict accordance with the Agreement.

HVAC System Description:

«Description_of_HVAC_System_and_Equipment»

Air Handler Model #: _____ Condenser Model #: _____

Air Handler Serial #: _____ Condenser Serial #: _____

Smart Thermostat Brand: _____ Smart Thermostat Model #: _____

Smart Thermostat Serial #: _____ Smart Thermostat MAC ID#: _____

This FAC and the certifications of Customer set forth herein may be relied on by Company, Subcontractor and by any assignee of Company providing financing to Company related to Customer’s payment obligations under the Agreement. Any assignee of Company shall be entitled to the rights, but not the obligations, of Company under this FAC.

This FAC is being provided by Customer to Subcontractor, acknowledging final acceptance of the HVAC System specified in this FAC. Customer has examined and carefully studied all of this FAC, including the Terms and Conditions and the SOW.

IN WITNESS WHEREOF, the Customer has executed this FAC, effective as of the Effective Date.

«CUSTOMER_NAME»

Signature _____

Date Signed _____