



SolarGator LLC
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MD SO# _____

Maryland Community Solar Contract Summary		
Customer Name Optional Customer Info Utility Service Territory	John Doe Test St., Baltimore, MD 21201 BGE	Reference Page or Section
Effective Date of Agreement	02/05/2026	T&C §1
Term	This contract is effective on the date that you sign the contract. By signing the contract you authorize SolarGator for a 60-day period to assign you to a project. Once assigned to a project, your contract is transferred to the assigned Project Developer (and/or their designated Subscriber Manager) and your contract continues month-to-month and you can cancel at any time without penalty. If the contract is never cancelled, it will expire twenty (20) years after the community solar System reaches commercial operation. You will be notified by the project developer within thirty days of when the solar System reaches commercial operation Contract Renewal: This contract will automatically renew monthly until it is cancelled or until it expires. The assigned Project Developer will provide at least 30 days' written notice before any material change to contract terms.	T&C §6
Estimated date bill credits will appear on your utility bill	You will be notified in writing by electronic mail with information related to your enrollment with a specific community solar Project including but not limited to: estimated commercial operation date.	T&C §2, §14
Subscription Type	Fixed percentage of subscriber usage – 90% of historical annual baseline usage or more if additional capacity becomes available. This subscription represents approximately 90% of your annual historic electricity usage over the last 12 months (however, actual allocation may be more or less than this estimated amount)	Key Terms §2; Subscription Overview
Subscription Price and Escalator, if applicable	There are no fees to enroll or to cancel and no hidden fees. Each month, the price you owe for the community solar credits will equal the retail value of the supplied electricity reduced by a guaranteed minimum discount of 5%. Your specific discount rate will be confirmed upon project assignment but will not be less than 5%. There is no escalator — your discount percentage is fixed for the duration of the contract. Utility rates may change over time; your discount applies to the prevailing utility rate at the time credits are issued.	T&C §2

Annual or Monthly Fees	There are no annual or monthly fees, enrollment fees, cancellation fees, or hidden fees of any kind. Your only cost is the net amount reflected on your utility bill after Bill Credits are applied at the guaranteed minimum discount described above.	T&C §2
Early Termination or Cancellation Fees and Terms	No early termination or cancellation fees apply. You may cancel the contract for any reason without penalty by notifying SolarGator via email at help@solargator.ai during the 60 day authorization period or by notifying the assigned Project Developer (and/or their designated Subscriber Manager) after your contract is transferred. Following your cancellation notice, SolarGator or the Project Developer (and/or their designated Subscriber Manager) will promptly direct [Utility] to cease allocating Bill Credits from the solar System to you. However, there may be a delay from BGE, which could result in your Bill Credits being applied several months after cancellation. SolarGator may cancel the contract at any time without penalty by providing written notice to you.	T&C §6
Other Fees	There are no fees to enroll or to cancel and no hidden fees.	Key Terms §2, §4
Other Important Terms	Data Sharing and Privacy Policy: SolarGator will not sell your information to third-parties for marketing purposes. By signing your contract with SolarGator, you authorize us to use and share your information as needed to fulfill our services to you, including with other organizations specifically related to assigning you to a community solar project System Underperformance: In the event the community solar System produces less energy than projected in any given period, your Bill Credits will be reduced proportionally to reflect actual production. You will not be charged for energy that the System does not produce. If the System consistently underperforms its projected output, you may contact SolarGator at help@solargator.ai or, after assignment, the Project Developer (and/or their designated Subscriber Manager) to discuss adjustments to your subscription allocation.	T&C §5 (Privacy); T&C §7 (Outage); T&C §8 (Solar Incentives); T&C §13 (Assignment); §16 (MD Disclosures)

Full Contract Terms: Review the full terms and conditions of the subscription contract. This summary does not include all relevant terms of the subscription contract.

Subscriber Initials:  Date 02/05/2026

Agent Name: Not applicable

COMMUNITY SOLAR SUBSCRIPTION OVERVIEW

Purpose of Service: SolarGator aggregates consumer demand for community solar and works with community solar Project Developers to assign individual customers to specific community solar projects within 60 days of enrollment.

Subscription Plan: **TBD** — SolarGator will match you to a community solar project that you are eligible to participate in and will share any remaining subscription details at the time of your assignment.

Key Terms

1. **Enrollment Period:** By signing this form, you authorize SolarGator for up to 60 days to match you to a suitable community solar project and notify you with project-specific details at the time of your project assignment.
2. **Rate Details:** The estimated discount or bill savings will be communicated once your project assignment is confirmed, but all eligible projects will provide solar credits at a discount greater than or equal to 5%. Your specific solar credit discount rate will be provided upon project assignment via electronic mail.
3. **Project Location:** **TBD** until you are assigned to a specific project.
4. **Opt-Out Option:** You may cancel your contract with SolarGator's service at no cost at any time, or if no project is found within the 60-day authorization window.

Terms and Conditions

1. **Agreement to Terms:** By signing this agreement, you consent to SolarGator's terms and conditions. This agreement outlines the preliminary engagement where SolarGator will seek to match you with a community solar project.
2. **SolarGator Service Scope:** SolarGator acts as an intermediary to aggregate consumer demand for community solar projects and works with Project Developers to assign subscribers to specific community solar projects. At the point of assignment, outstanding project-specific details will be provided for your information. This agreement will be assigned to the Project Developer or their designated Subscriber Manager, and no additional contract will be required for your approval.
3. **Subscriber Obligations**
 - You agree to provide accurate and up-to-date personal and utility account information to facilitate the enrollment process.
 - You consent to SolarGator verifying your utility eligibility and working with your assigned Project Developer and/or their designated Subscriber Manager, and your utility provider to activate your subscription once your project assignment is confirmed.
4. **SolarGator Obligations**
 - SolarGator will identify the best available community solar project for you within 60 days of enrollment.
 - SolarGator will provide transparent communication and notify you via electronic mail when your agreement has been transferred to a community solar Project Developer or their designated Subscriber Manager.
5. **Privacy Policy:** SolarGator will only use your information for purposes related to community solar enrollment. We will not share your data with third parties without your consent.
6. **Contract Term & Termination Rights:** This Contract is month-to-month and will remain in effect until either party cancels it. You may cancel your enrollment with SolarGator at any point prior to the assignment of a specific project without penalty and for seven calendar days following your assignment to a project. SolarGator reserves the right to terminate your enrollment if eligibility requirements are not met or if no suitable project is found.
7. **Outage:** If the System is out of service for more than three (3) consecutive business days (an "Outage"), SolarGator will inform Customer of such Outage either via email or another reasonably accessible communication method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Customer agrees that SolarGator will not be liable for any lost/missed/reduced Bill Credits attributable to an Outage. To be clear, an Outage will not affect the electricity service to Customer's home.
8. **Solar Incentives; Environmental Attributes:** Customer agrees that Customer has no right or Claim to Solar Incentives or Environmental Attributes related in any way to the System. "Solar Incentives" means, without limitation, any

accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

9. Indemnification: Customer shall indemnify, defend (at Customer's own cost) and hold SolarGator and SolarGator's affiliates harmless from and against any/all Claims (as defined in Section 15), losses, liabilities, damages, and expenses, including reasonable attorney's fees and costs, based on or arising out of actual loss, actual damage, or actual injury, or alleged loss, alleged damage, or alleged injury, to Customer, to persons, to entities, and/or to property, caused by or sustained in connection with any of Customer's independent acts and/or omissions, and/or as caused by or sustained in connection with any of Customer's electricity account utility's independent acts and/or omissions that affect Customer, and/or as may be caused by or sustained in connection with any conditions created by the same. The indemnification obligations in this Section represent material terms of this Contract and the Customer agrees and understands that such obligations shall survive the termination of this Contract indefinitely.
10. Disclaimer of Liability: SolarGator is not liable for any changes to rates, savings, or benefits outside our control once a project assignment is completed and managed by the respective community solar provider. In no event shall SolarGator be liable for damages under this Contract that exceed an amount equal to three (3) months of the average invoice to Customer under this Contract.
11. Governing Law This agreement is governed by the laws of the State of Maryland.
12. Acknowledgment and Consent By signing below, you acknowledge that you have read, understood, and agreed to the terms outlined in this document.
13. Assignment: Customer agrees that SolarGator may assign and/or transfer any of its rights and/or obligations under this Contract to any third party, including but not limited to a community solar Project Developer or their designated Subscriber Manager, without needing any further consent from Customer, provided that no such assignment or transfer affects any material terms of this Contract. Customer may not sell or transfer its Subscription or this Contract to any third party
14. Project-Specific Terms: Upon assignment to a specific community solar project, additional project-specific details will be provided to you. These details may include, but are not limited to, project location, estimated commercial operation date, and any project-specific benefits or features. These details will supplement, not replace, the terms of this agreement.
15. Dispute Resolution Process: Customer may first file a complaint with the Maryland PSC at 1-800-492-0474 or www.psc.state.md.us
16. Arbitration Provisions:
 - a. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING WITH RESPECT TO SOLARGATOR (OR ANY AFFILIATE THEREOF), PROVIDER AND CUSTOMER. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS CONTRACT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN RELATED DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS STREAMLINED RULES AND PROCEDURES.
 - b. Because of the delay and expense typically associated with the use of the State and Federal court systems, the Parties agree to exclusively submit to final and binding arbitration any/all Disputes before JAMS, in the JAMS arbitration office located closest in mileage to Customer's principal place of residence/business, before a single arbitrator, such arbitration proceedings to be administered pursuant to, and governed in accordance with, the then current JAMS Streamlined Arbitration Rules and Procedures. See <https://www.jamsadr.com/rules-streamlined-arbitration/>.
 - c. Either Party may initiate the arbitration process by filing the necessary forms with JAMS. Payment of all filing, administration, and arbitrator fees shall be governed by the JAMS applicable rules.
 - d. Unless the Parties agree otherwise, the arbitration will be administered by JAMS via a single neutral arbitrator agreed upon by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are

unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.

- e. The arbitrator will issue a decision or award in writing stating the essential findings of fact and conclusions of law. Judgment on the decision/award by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Contract. The arbitrator, however, is not authorized to change or alter the terms of this Contract or to make any award that would extend to any transaction other than the transaction evinced by this Contract. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties.
- f. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all Claims asserted, then the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except as necessary to enforce the award.
- g. CLASS ACTION AND CLASS ARBITRATION WAIVER. ONLY DISPUTES INVOLVING CUSTOMER AND SOLARGATOR (OR ANY AFFILIATE THEREOF) FOR THIS CONTRACT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL BASIS (NON-CLASS, NON-REPRESENTATIVE). The Parties agree that any arbitration shall only be conducted on an individual basis and that if it is determined, despite the clear and unambiguous intent of the Parties as stated in this Contract, to permit arbitration other than on an individual basis, such arbitration will immediately be terminated and neither party will be under any obligation to continue in such arbitration. In the case of such termination, or if the arbitration clause is deemed inapplicable or invalid, or otherwise is deemed to allow for litigation of disputes in court, the Parties both waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class or consolidated basis or in a representative capacity.
- h. The Arbitration Provisions of this Contract are governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA. The Parties acknowledge that this Contract evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement, and proceedings pursuant to these Arbitration Provisions and this Contract. These Arbitration Provisions shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- i. RIGHT TO OPT OUT. Customer may choose to opt out of these Arbitration Provisions by sending SolarGator a written opt-out notice within forty-five (45) days of the Effective Date of this Contract. The notice must be sent to help@solargator.ai or, after your Contract is transferred, to the Project Developer (and/or their designated Subscriber Manager). Customer's opt-out notice must include Customer's name, address, and a statement that Customer wishes to opt out of the Arbitration Provisions, and must not be sent with any other correspondence. Customer's decision to opt out of these Arbitration Provisions will not affect Customer's other rights or responsibilities under this Contract and applies only to these Arbitration Provisions.
- j. "Disputes" means any/all disagreements or controversies between the Parties involving Claims arising out of or relating to this Contract, including, without limitation, disagreements or controversies regarding Claims as to the validity, interpretation, performance, breach and/or enforcement of this Contract, the business relationship by and between the Parties, and/or the determination of the scope or applicability of this agreement to arbitrate. The definition of the term Disputes is intended by the Parties to be construed in the broadest possible manner. Any Disputes shall be subject to the limitations of liability described in Section 10.

- k. "Claims" means any/all claims, counterclaims, defenses, demands, class actions, causes of action, judgments, orders and decrees, and all other claims of every kind and nature in law, equity, arbitration, administrative action, or other forum, whether arising under department, regulatory, agency, local, state, federal, international or other law, rule and/or regulation, of whatever nature or character, whether absolute or contingent, direct or indirect, known or unknown, existing prior to, as of, and/or after the Effective Date of this Contract. The definition of the term Claims is intended by the Parties to be construed in the broadest possible manner.
 - l. If any term(s) of these Arbitration Provisions, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void, or unenforceable for any reason, then that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term(s). The Class Action and Class Arbitration Waivers are non-severable and if it is deemed or found to be invalid, void, or unenforceable for any reason, then this entire Arbitration Provisions Section 15 shall be null and void.
17. Long-Term Maintenance Plan and Evidence of Insurance: The assigned Project Developer is responsible for maintaining the System and carrying adequate insurance for the duration of the contract
18. Further Requirements of Maryland's Community Solar Law: The regulations implementing Maryland's Community Solar Energy Generation System Program (COMAR 20.62) require the following disclosures:
- a. BGE rates and projected savings are subject to change. Current production projections and the methodology used to develop them will be provided upon project assignment via electronic mail.
 - b. Neither the subscriber organization nor the electric company makes representations or warranties concerning the tax implications of any bill credits provided to the subscriber.
 - c. This contract does not include utility charges. Customer will continue to receive and be responsible for utility bills from BGE.
 - d. Customer has the right to downsize the allocation of solar kilowatt-hours under this subscription at any time. No termination fee will apply.
 - e. If Customer has questions or complaints, Customer may contact SolarGator at help@solargator.ai or the Maryland Public Service Commission at 1-800-492-0474 or www.psc.state.md.us

Subscriber Name: John Doe

Signature: 

Date: 02/05/2026

Customer will receive a copy of this executed Agreement and the initialed Maryland Community Solar Contract Summary.

Affirmation and Limited Agency Authorization – Maryland Community Solar

By checking the box below and proceeding, you:

1.) Appointment of SolarGator as Limited Agent.

Authorize SolarGator, Inc. (“SolarGator”) to act as your limited agent in connection with your participation in the Maryland Community Solar Program, solely for the purposes described in this Affirmation.

2.) Project Selection and Enrollment.

Authorize SolarGator, in its discretion but consistent with the preferences and eligibility information you provide, to:

- a.) Identify and select one or more Maryland Public Service Commission (“PSC”)–approved community solar projects and subscriber organizations on your behalf; and
- b.) Submit your enrollment information to such subscriber organizations and the relevant electric utility so that you may receive community solar bill credits on your utility bill.

3.) Utility Data Access and Program Forms.

Authorize SolarGator to:

- a.) Request and receive from your electric utility up to 12 months of your historical electricity usage, account information, and ongoing usage data as reasonably necessary to size and manage your community solar subscription(s); and
- b.) Complete and sign, in your name and on your behalf, any Maryland Community Solar Program customer usage information authorization forms and related enrollment forms required by your utility or subscriber organization for these limited purposes.

4.) Scope and Duration.

This authorization:

- a.) Is limited to actions reasonably necessary to enroll you in, manage, and, if needed, transfer you between Maryland PSC–approved community solar subscriptions that are expected to provide bill savings relative to your standard utility rates; and
- b.) Is effective on the date you electronically sign this Affirmation and continues until the earlier of (a) your cancellation of this authorization by notifying SolarGator, or (b) 90 days after the later of your enrollment or most recent project transfer, solely for any actions that must be completed with your utility or subscriber organization.

5.) Your Rights and Disclosures.

You understand that:

- a.) You will receive a community solar subscriber agreement and a Maryland Community Solar Contract Summary Disclosure describing key terms, fees (if any), and your cancellation rights, and you will have an opportunity to review and electronically sign or decline those documents.
- b.) You may revoke this authorization at any time by contacting SolarGator, but revocation will not affect actions already taken in reliance on this authorization.

6.) Acknowledgment.

By checking the box below and clicking “Agree and Continue”, you affirm that:

a.) You are the account holder (or are otherwise authorized to act for the account holder) for the utility account information you have provided; and

b.) You understand and agree to the limited agency and authorizations described above.

[x] I understand and agree to appoint SolarGator as my limited agent and authorize the actions described above.