

Installation Agreement

PROJECT SCOPE

ROI Energy, LLC, (ROI Energy) will provide all materials for the Project Scope identified below.

Clarinda Community School District (Customer) will provide all labor to install the Project Scope within 90 days of receipt of materials. Customer will be responsible for disposal of all materials removed as a result of the Project Scope.

Solution Description	Quantity
High-Bay Fixtures	
Replace with LED linear high-bay fixture	44
LED Interior Fixtures	
Install emergency LED driver to power recess	5
Replace with 2x4 recessed LED fixture	329
TLED Retrofit with Ballast Bypass	
Bypass ballast and install 2 4ft T8 TLEDs	11

PROJECT PRICE

The total value of the upgrades above is \$68,026. The source of funds is anticipated to be as follows:

- MidAmerican Energy incentives, totaling \$15,876;
- Self-installation credit of \$32,014; and
- Additional funds to be paid by Customer, totaling \$20,137

PAYMENT TERMS

Customer will pay ROI Energy the full amount for the project scope identified within 30 days of delivery of materials by ROI Energy. Incentive dollars will be paid directly to Customer; ROI Energy will issue a second invoice for the Incentive amount to Customer, to be paid when the Incentive payment is received.

PROJECT COMMENCEMENT

This Agreement shall become effective on the latest of the following:

- The date of the last signature on the signature page
- Affirmative pre-approval of requested incentive funds

ACCESS

Customer shall provide ROI Energy, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Project Scope.

WARRANTY

ROI Energy warrants materials and equipment will be of good quality and new. All warranties will transfer to Customer.

SAFETY; COMPLIANCE WITH LAWS

ROI Energy shall be responsible for all safety precautions for its staff in connection with the Project Scope. ROI Energy and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities. Customer accepts full responsibility for safety and legal compliance of its own staff (or personnel it hires in connection with this project); ROI Energy shall not be construed as responsible for monitoring safety or legal compliance of personnel contracting through Customer.

EMERGENCY BALLASTS

Any emergency ballasts encountered during installation will not be replaced unless authorized by customer. Ballast-compatible LED lamps will be installed but emergency ballasts will remain.

CHANGE ORDERS

Both parties acknowledge that the scope identified is subject to modifications based on conditions encountered during installation. For additions to or deletions from scope or changes that increase cost borne by Customer, ROI Energy will submit a change order for proposed additions to, or deletions from, the Project Scope. This will include a scope of the change, and pricing. Customer may approve or decline these change orders at its discretion.

If additional scope is identified that will increase incentives without additional cost to Customer, these can be implemented at ROI Energy's discretion.

INSURANCE

ROI Energy shall always maintain insurance in full force and effect until the Work has been completed. Customer shall maintain insurance coverage for the conduct of its business throughout the term of this Agreement. ROI Energy's Insurance shall only cover its own staff and contractors working on the project and shall not be construed to insure Customer's staff or separately contracted installers.

INDEMNIFICATION

To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third-party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

LIMITATION OF LIABILITY

Neither ROI Energy nor customer will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue, loss of use, or similar damages, regardless of how characterized. ROI Energy's liability under this agreement, regardless of the form action, shall in no event exceed the contract price set forth. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between ROI Energy and Customer, and each party acknowledges that ROI Energy would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

FORCE MAJEURE

Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

DISPUTES

ROI Energy and Customer will attempt to settle any dispute between them concerning this Agreement through direct discussion in good faith, but if unsuccessful, will submit any dispute to non-binding mediation in Polk County, Iowa. If mediation is unsuccessful, the parties shall submit dispute to arbitration in accordance with Iowa law.

GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Iowa.

INDEPENDENT CONTRACTOR

The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties.

CLARINDA COMMUNITY SCHOOL DISTRICT

ROI ENERGY, LLC

By: _____

By: _____

Name: _____

Name: Joseph L. Hurla

Date: October 19, 2022

Date: October 19, 2022