



GRID GUARD BATTERY & VPP SERVICE AGREEMENT

This Battery Service Agreement (“Agreement”) is entered into between Grid Guard LLC (“Grid Guard”), a licensed energy storage installer and operator in the State of Texas, and the undersigned homeowner (“Customer”), for the installation, use, and service of a residential battery energy storage system (“Battery System”) under a third-party Energy Storage Services Agreement (“ESSA”).

Owner

Name(s)	
Property Address	
City	
State	
Zip	
Email	
Phone Number	

Grid Guard

Grid Guard LLC	support@grid-guard.co
Energy Consultant	

System & Financial Info

Battery Type	
Number of Batteries	
Monthly Payments	
Term	10 Years



1. PURPOSE AND SCOPE

This Agreement governs the installation, monitoring, maintenance, and service of a battery energy storage system ("Battery System"). The system may be installed independently or in conjunction with an existing solar energy system, and will be connected to Grid Guard's Virtual Power Plant (VPP).

If the Battery System is connected to an existing or future solar energy system that was not installed by Grid Guard, Grid Guard does not warranty the solar system or its energy production. Grid Guard's obligations under this Agreement apply only to the Battery System and related services.

2. ROLES AND RESPONSIBILITIES

Grid Guard is the licensed installer and operator of the Battery System. Grid Guard is responsible for all technical operations, maintenance, service, and customer support for the full 10-year term. Grid Guard will also handle all billing and payment collection related to the Battery System. The Battery System is initially owned by a third party under the ESSA structure. After 6 years, ownership shall transfer to the Customer, subject to the terms of Section 6. Grid Guard will continue to monitor and maintain the Battery System through year 10.

3. PAYMENT TERMS

Monthly fees are fixed at \$ ____ /month for the duration of the Agreement and includes installation of ____ batteries, system use, monitoring, maintenance, and VPP participation.

Customer may also choose to prepay the remaining balance at any time by multiplying the number of months remaining by the applicable monthly amount. All prepayments are final and non-refundable. The selected payment method will be recorded on the signature page.

4. ESSA STRUCTURE AND CLARIFICATION

The Battery System is governed under a third-party Energy Storage Services Agreement (ESSA), which may state that no other document supersedes it. This Agreement does not override the ESSA but exists to clarify that:

- Grid Guard installs and operates the Battery System,
- Grid Guard collects all payments directly from the Customer,
- Grid Guard provides service and support,
- Grid Guard sets and enforces payment structure.

This Agreement aligns with and does not conflict with the ESSA.



5. VIRTUAL POWER PLANT PARTICIPATION

Participation in Grid Guard's Virtual Power Plant (VPP) is mandatory for the entire 10-year term. Customer authorizes Grid Guard to operate and dispatch the Battery System for grid support purposes. Failure to participate or withdrawal from the VPP will be treated as a material breach and may result in:

- Suspension of warranty or service,
- A \$1,200 VPP Exit Fee,
- Delay or cancellation of ownership transfer under Section 6.

6. END OF TERM AND POST-TERM OPTIONS

After six (6) years of continuous VPP participation, ownership of the Battery System shall transfer to the Customer. Continued participation in Grid Guard's VPP remains mandatory through year 10. If the Customer exits the VPP before year 10, Grid Guard reserves the right to:

- Delay or rescind the ownership transfer,
- Assess a \$1,200 VPP Exit Fee,
- Withhold further monitoring or support.

At the end of the 10-year term, if the Battery System remains functional, Grid Guard may offer incentives to the Customer to continue participating in the VPP at no additional cost. Incentives may include financial credits, monitoring, or performance-based rewards.

If the Customer wishes to continue service and the Battery System is no longer viable, Grid Guard may, at its discretion and based on available VPP income, offer to install a new system. If accepted, the Customer agrees to resume monthly payments under a new agreement.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the performance, failure, or use of the System, including but not limited to damages for loss of profits, loss of use, personal injury, property damage, or death, regardless of the theory of liability (contract, tort, or otherwise), even if the Company has been advised of the possibility of such damages. Customer acknowledges that the Battery Energy Storage System (BESS) installed under this Agreement is an essential load backup system, which is not intended to power the entire home during utility outages. Only designated circuits or appliances will receive backup power. It is the Customer's sole responsibility to ensure that any critical or life-sustaining equipment (e.g., medical devices) is connected to the circuits supported by the BESS.



7. LIMITATION OF LIABILITY (CONTINUED)

Company makes no guarantee or warranty that the BESS will provide uninterrupted or sufficient power to operate such equipment. Accordingly, Company disclaims all liability for any injury, harm, or death resulting from power outages, system failures, or Customer's failure to properly configure life-sustaining devices within the scope of the battery backup. Customer expressly assumes all risk associated with such usage and waives any claim against Company arising therefrom.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Texas. Any dispute arising under or in connection with this Agreement shall be resolved by binding arbitration in the county where the Customer's property is located. The parties waive their right to a jury trial and agree not to pursue class actions."

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

BY SIGNING BELOW, YOU CERTIFY THAT:

- You are at least 18 years old and legally own the home where the system will be installed;
- Agree that Grid Guard has sole discretion to approve your participation;
- Accept responsibility for all payments and obligations under this Agreement;
- Understand you may continue to receive a bill from your utility provider;
- Understand that payment is required by Automatic Clearing House (ACH)
- Agree to maintain a working email address for all communications;
- Have been informed of your right to cancel this Agreement within three (3) business days, as explained in the attached Notice of Cancellation.

OWNER(S) SIGNATURE(S) GRID GUARD LLC.

Primary Print Name

Primary Signature

Date

Energy Consultant

Energy Consultant Signature

Date

**THREE-DAY RIGHT OF CANCELLATION:**

Effective Date

CANCELLATION POLICY

You may CANCEL this transaction without any penalty or obligation within three (3) business days from the above date.

If you cancel:

- Any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within ten (10) business days following the seller's receipt of your cancellation notice.
- Any security interest arising from this transaction will be canceled.

Return of Goods

If you cancel, you must make available to the seller, at your residence, any goods delivered to you under this contract or sale, in substantially the same condition as when received. Alternatively, you may comply with the seller's instructions regarding the return shipment of the goods at the seller's expense and risk.

- If you make the goods available and the seller does not pick them up within twenty (20) days from the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.
- If you fail to make the goods available to the seller, or if you agree to return the goods but fail to do so, you remain liable for performance of all obligations under the contract.

To cancel this transaction, email a copy of this Cancellation Notice to Grid Guard, LLC., (Address) or emailed to support@grid-guard.co

I HEREBY CANCEL THIS TRANSACTION.

Owner/Buyer's Signature

Date

Single Debit Authorization Form

Customer's Information Section

Bank Name _____		
Name As it Appears on Bank Account _____		
Authorized Signer's Name On Bank Account _____		
Address On Bank Account _____		
City _____	State _____	Zip Code _____
Daytime Telephone _____ - _____ - _____		Evening Telephone _____ - _____ - _____

Banking Information Section

Bank Routing Number _____	Account Number _____
Routing # is 9 digits and before the Account #	Account Numbers May Be Up To 17-digits Long
Amount You Authorize In U.S. Dollars \$ _____	Date You Authorize This Payment _____ / _____ / _____
	Day Month Year
Your Printed Name _____	Today's Date _____ / _____ / _____
	Day Month Year

I hereby authorize _____ to
initiate a single check debit entry to my checking account for the amount
above.

Client Signature. **Sign Here and DO NOT TOUCH THE LINES PLEASE.**

Optional - PLACE CHECK HERE - Optional
(not required if everything is filled out above)