

RESOLUTION NO. 2023-214

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT TO ARIS WIND, LLC FOR AN ARIS WIND SMART POLE TO PROVIDE LIGHTING WITH SMART POLE CAPABILITIES FOR THE TOWNSHIP RECREATION COMPLEX

WHEREAS, the Township seeks to install lighting at the Township Recreation Complex with Smart Pole capabilities; and

WHEREAS, Aris Wind, LLC has submitted a proposal for an Aris Wind Smart Pole which meets the Township's requirements; and

WHEREAS, the bid threshold for a municipality with a Qualified Purchasing Agent is currently \$44,000, and pursuant to N.J.S.A. 40A:11-6.1, the Township may award this contract after soliciting at least two competitive quotations, if practicable, by which award shall be made to the vendor whose response is most advantageous, price and other factors considered; and

WHEREAS, the Township sought quotations from other smart pole companies, but none had smart poles which met the Township's requirements; and

WHEREAS, it is the desire of the governing body to award a contract to Aris Wind, LLC for an Aris Wind Smart Pole in accordance with the proposal attached hereto as Schedule A in an amount not to exceed \$37,955.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That Aris Wind, LLC is hereby awarded a contract to provide and install an Aris Wind Smart Pole at the Township Recreation Complex in accordance with the proposal attached hereto as Schedule A in an amount not to exceed \$37,955.00.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the attached agreement with Aris Wind, LLC, in accordance with the provisions of this resolution.

3. That this resolution shall take effect immediately.

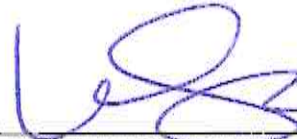
4. That a certified copy of this resolution shall be provided by the Township Clerk to the Township Engineer, Township Qualified Purchasing Agent, the Chief Financial Officer and Aris Wind, LLC.

5. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

ORD 2023.17

CERTIFICATION

I, KELLY LETTERA, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on this **13th** day of **July, 2023**.

A handwritten signature in blue ink, appearing to read 'K. Lettera', is written over a horizontal line.

KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg do hereby certify that adequate funds are available for a contract with Aris Wind, LLC to provide and install an Aris Wind Smart Pole at the Township Recreation Complex in an amount not to exceed \$37,955.00.

The funds which are available for this contract are found in the following line item appropriations or ordinances:

Ord 2023-17



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT

THIS AGREEMENT made this _____ day of _____, **2023**,
by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of
the State of New Jersey, with its principal offices located at 665 Radio Road, Little Egg Harbor,
New Jersey 08087, hereinafter referred to as "Township," and **ARIS WIND, LLC**, having its
principal offices at 506 South 9th Avenue, Mount Vernon, NY 10550, hereinafter referred to as
"Contractor."

W I T N E S S E T H:

That and for and in consideration of total sum of **THIRTY SEVEN THOUSAND
NINE HUNDRED FIFTY-FIVE DOLLARS AND NO/100 (\$37,955.00)**, in accordance
with the proposal attached herein, Contractor agrees to furnish to the Township an Aris Wind
Smart Pole for the Township Recreation Complex, described in the attached Schedule A in
accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the
Township, the Contractor agrees, at its own proper cost and expense, and with due skill and
diligence, that it will supply an Aris Wind Smart Pole for the Township Recreation Complex to
the Township of Little Egg Harbor, in accordance with the contract documents and in
compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein,
namely a total of **\$37,955.00** as delineated in Schedule A to the Township of Little Egg Harbor.
The Contractor shall be responsible for all loss or damage arising out of the furnishing of an
Aris Wind Smart Pole for the Township Recreation Complex to the Township of Little Egg
Harbor or from any action of the elements; or from any unforeseen obstruction or difficulties

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.

ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

which may be encountered of every description connected with the furnishing of an Aris Wind Smart Pole for the Township Recreation Complex to the Township of Little Egg Harbor until the same have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the quantity and/or quality of goods and/or services delivered, rendered and paid for under this agreement.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a).

The parties to this agreement further agree to incorporate into this agreement the mandatory language of section 3.6 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 3.6.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

The Contractor shall execute a Certification in accordance with P.L. 2022, c. 3.

The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to the execution of this agreement.

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The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or Subsection e. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG
HARBOR

KELLY LETTERA, RMC
Township Clerk
(Seal)

By _____
BLAISE SCIBETTA, Mayor

ARIS WIND, LLC

(Seal) Secretary

By _____
President

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EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____
Signature _____
Title _____
Date _____



Aris Wind Smart Pole
for
Little Egg Harbor Township

**Little Egg
Harbor**



**Leht Sports
Complex**




June 7, 2023

Contents

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4. Recommended Option – Counter-sink and Landscape
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6. Price, Federal Incentives, Payment Terms, Commercial Notes
7. Commercial Terms and Conditions

Aris Wind Smart Pole Specifications and Features

	Aris Wind RPU Product Specification Sheet	
	Wind Power (Permanent Magnetic Generator)	
	Rated Power Output	480W
	Rated Wind Speed	20 mph (9 m/s)
	Cut in Wind Speed	4.5 mph (2 m/s)
	Solar Power	
	Number of Panels	2 Monocrystalline Panels
	Rated Power Output	1kW
	LED Lighting	
	Number of Lights	1 or 2 lamp arms/fixtures
	Wattage/Fixture	80W Dimmable
	Max Lumen Output	14,400 lumens
	Control System	
	Charge Controller	Aris/Huaxiao Hybrid Controller
	Rated Battery Voltage	24V
	Batteries	
	Type	AGM (Absorbent Glass Mat)
	Number	(2) 12V Batteries for 24V Storage
	Capacity (amp-hrs)	230 - 260 Ah
	Tower	
	Material	Hot Dipped Galvanized Steel
	Powder Coat Paint	White

Designed to UL Specifications. Note that the battery cabinet at base of the unit shown in image has been eliminated and replaced with a larger “skirt” at the base that is now large enough to fit the batteries.

One (1) Aris Wind Smart Pole at Location Below

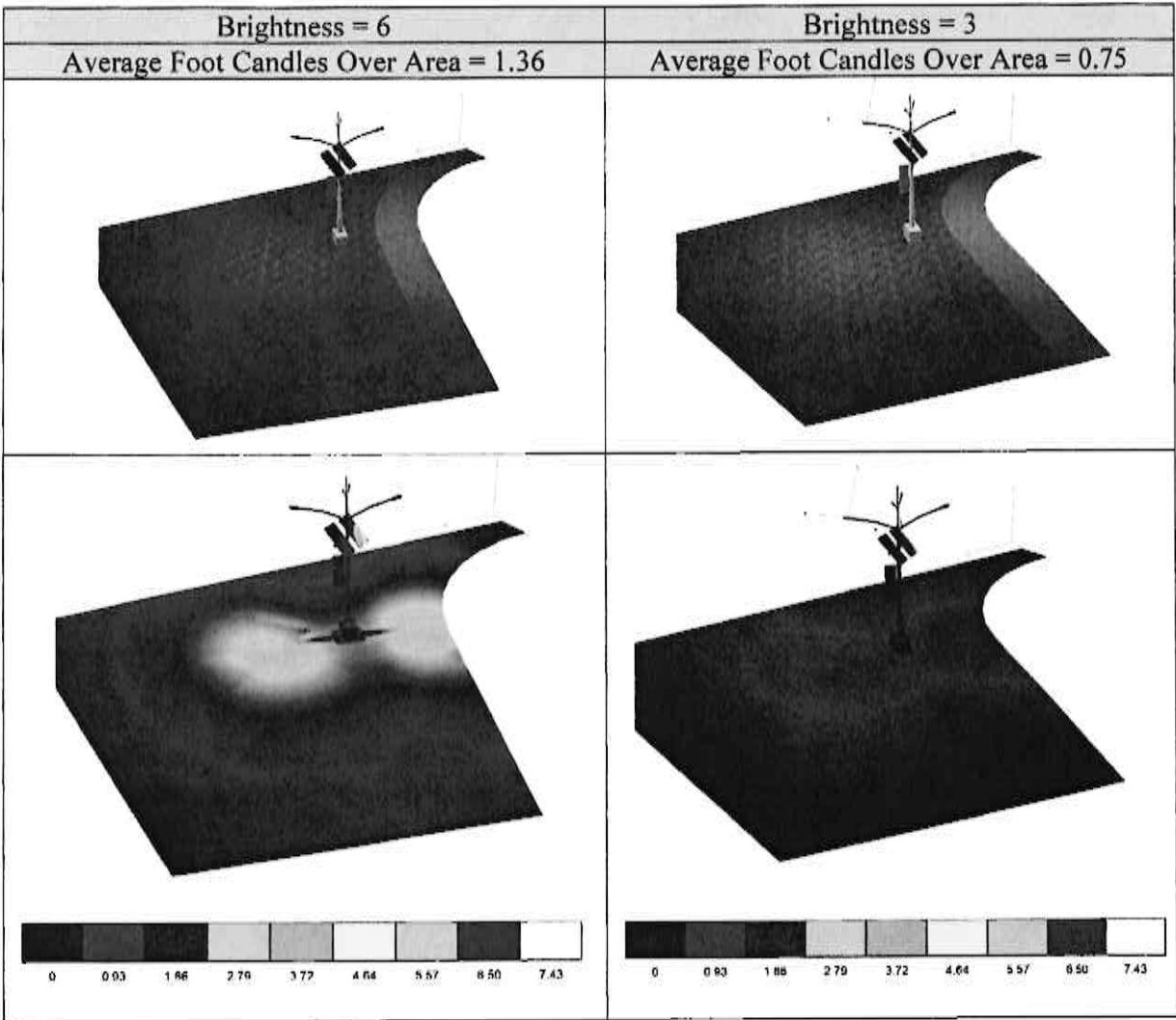


Target location is at the “elbow” on the pathway, with 2 light arms.

Notes to images above and on next page.

1. One (1) Smart Pole to light the path and adjacent grass area between the path and the building as shown above.
 - Requires a 6'x6' footprint foundation.
 - One (1) Banner (painted sheet metal) included
 - Two (2) 80W LED fixtures with batwing lighting pattern powered by hybrid solar/wind per specs above
2. The combined photometrics are shown below for Brightness =6 (suggested dusk to 10 or 11 pm) and Brightness =3 (suggested from 10/11 pm setback to dawn)
3. Note to better balance the direction of the two light heads (have to be mounted at 180 deg apart on the same pole), Aris will use an angle adaptor piece to mount the light fixture facing the building.

Photometrics



Recommended Option (not discussed earlier) Counter-sink and Landscape

Provides:

- Lower visual profile of the base (skirt)
- More finished look with landscape (wood chips not plants) around the base versus the standard concrete pad
- Small upcharge to cover the additional landscaping work after pole erected

Photos of Aris Smart Pole in our own parking lot:



Scope of Work

1. Onsite walkthrough of campus to finalize location and mark out foundations.
2. Preparation of materials to apply for permitting, as required, including
 - a. Plan view showing the locations of the unit
 - b. Standard foundation drawing for 6'x6'x4' foundation
 - c. Standard product cut sheet
 - d. Documents above, will be Professional Engineer stamped if required.
3. Dig, form, pour and finish the foundation. Soil testing by geotech firm included.
4. Deliver, assemble, erect, and commission the Smart Pole Units.
5. Extended warranty to a 5-year term included at Buyer's option

Delivery

1. Smart Pole stock is currently in inventory at Aris Wind's NY warehouse for an order placed before August 1. Aris can typically mobilize to do the foundation work within 3 weeks of permitting approval and typically erect and commission the unit within 4 weeks of concrete foundation pour. Re-stock/backlog situation in Aris inventory would delay the equipment delivery up to 4 months.

Price and Payment Terms

Item Description:	Itemized Pricing	Comment
Base Smart Pole Product (w/o Banners)	\$ 15,800.00	No change from earlier price table
Add 4G Router*	\$ 1,350.00	* See note below
Deduct 4G Data Charges, to be \$0 on LEHT acct	\$ (400.00)	Assumes LEHT will provide its owns sim card and account with wireless provider
Add Second Light Arm*	\$ 1,366.00	* Price includes light fixture adapter piece on 2nd arm to better angle light
Add Table*	\$ 655.00	*
Add USB Charger*	\$ 184.00	*
Add Low-Profile Base and Landscape over Foundation	\$ 500.00	New option - see photos of example installation in proposal
Add Banner*	\$ 400.00	*
Sub-Total for Equipment	\$ 19,855.00	
Installation/foundation by Aris	\$ 9,900.00	With prevailing wage labor
Delivery	\$ 1,200.00	
Sub-Total	\$ 30,955.00	
Soft Costs: PE Dwg, Soil Test, Permitting Costs	\$ 3,100.00	Soft costs of PE Drawing, Soil Test, Permitting related work was excluded previously
Sub-Total, Total Installed Cost with Soft Costs	\$ 34,055.00	
Extended Warranty from 18 mo to 5 years	\$ 3,900.00	LEHT to decide if desired in scope
Grand Total Price	\$ 37,955.00	
30% Federal Incentive	\$ 11,386.50	
Net Cost to Buyer after Federal Incentive in hand	\$ 26,568.50	

* These features were defined to be in the scope during the June 2 meeting onsite

Payment Terms:

- 50% with PO
- 50% upon completion of installation commissioning

Important Commercial Notes

1. The standard Smart Pole is eligible for the Investment Tax Credit. The ITC is a 30% discount paid to the school via a direct payment from the U.S. Treasury. Both the base price and extras should qualify for this federal incentive. Please consult your tax advisor for specific guidance.
2. Base product configurations as shown in Specs and Features plus options as noted above. Price additions as noted above. No security cameras and telecom components or work included.
3. Installation work exclusions:
 - a. Additional costs for foundation larger than 6'x6'x4' if soil conditions require larger foundation.
 - b. Foundation excavation work excludes removal or mitigation of underground obstructions which may be within the footprint of proposed fixture foundations, including underground utilities
 - c. Scope included above assumes excavated soil can be disposed elsewhere on client's site; dumpster, carting charges, possibly with environmental testing if required, may apply
 - d. Tree trimming, if required to increase solar power generation
4. All work during regular working hours (Mon-Fri/7 am to 4 pm), to be done at Union or Prevailing Wages.
5. Proposal valid for 30 days
6. State and Local Taxes, if applicable, not included

ARIS WIND LLC ("ARIS") STANDARD TERMS AND CONDITIONS

1. WARRANTIES

(a) **LIMITED WARRANTY.** Aris warrants to Client for a period of eighteen (18) months following installation (the "*Warranty Period*") that the Equipment: (i) shall be installed (A) in compliance with all applicable codes and regulations presented to Aris at time of sale; (B) in accordance with reasonable industry practices and OEM specifications; (C) in conformance with the Specifications; and (D) in a good and workmanlike manner; and (ii) shall be free from material defects in assembly and installation techniques which would result in the System failing to perform in accordance with the Specifications.

(b) **CLAIMS.** Client shall make any warranty claims in writing to Aris prior to the expiration of the Warranty Period. In the event Client makes a valid warranty claim, subject to the limitations and exclusions set forth in Section (d) below, Aris, at its sole option, shall either: (i) repair, correct or otherwise cure, or subcontract or otherwise arrange for a third party to repair, correct or otherwise cure, the defective installation on which such warranty claim is based; or (ii) pay to Client the reasonable cost of repairing, correcting or curing such defective installation.

(c) **WARRANTY EXCLUSIONS.** Notwithstanding anything to the contrary set forth herein, Aris specifically excludes from the Limited Warranty set forth in Section (a) above any defects caused by or resulting from any of the following:

(i) Defects caused or made worse by: (A) the materials, equipment or work supplied by any third party, including OEMs, other than Aris; (B) misuse, abuse, negligence, accident, vandalism, theft or unauthorized tampering by any party other than Aris; (C) or the negligence, improper maintenance or improper operation of the System by anyone other than Aris; or (D) normal wear and tear or deterioration.

(ii) Loss or damage to the System that results from acts of God or acts of force majeure, including without limitation, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of underground water table, wind, hail, lightning, falling trees, vehicles, flood, earthquake and climate change.

(d) **THIS WARRANTY IS A LIMITED WARRANTY AND IS GIVEN IN LIEU OF ANY AND ALL EXPRESS AND IMPLIED WARRANTIES THAT MAY APPLY TO THE EQUIPMENT OR INSTALLATION OF THE SYSTEM. ARIS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF INSTALLATION OR OTHERWISE COVERING THE SYSTEM OR ANY COMPONENT OR ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR RESULTS TO BE DERIVED FROM THE USE OF THE SAME, AND ARIS SPECIFICALLY DISCLAIMS ALL SUCH IMPLIED WARRANTIES.**

2. **INSURANCE.** Aris is insured for any damages caused by Aris and/or its agents and employees in an amount up to \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) aggregate.

3. **Termination for Default.** Aris may immediately terminate this Agreement and its Work hereunder if Customer fails to compensate Aris as required by this Agreement or otherwise defaults under this Agreement. Such termination shall not be a waiver of the compensation owed to Aris hereunder, and Aris shall be entitled to seek all available legal remedies in the event of default. In addition, Aris may assert a lien on the Property, in accordance with all local and state laws, in order to secure payment and balance(s) due.

4. **Termination for Convenience.** In the event that the Customer terminates this Agreement for convenience, then the Customer agrees to reimburse Aris for all costs and expenses incurred by Aris in performing the Work. In addition, Customer shall reimburse Aris for any and all costs and/or expenses incurred by Aris as a result of the termination, along with any other damages incurred by Aris.

5. **LIMITATION OF LIABILITY AND DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES THAT ARIS'S LIABILITY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE,

SHALL NOT EXCEED THE AGGREGATE OF ALL AMOUNTS PAID BY CLIENT TO ARIS UNDER THIS AGREEMENT.

6. **ASSUMPTION OF LIABILITY.** Each party hereby assumes liability and responsibility for, and releases the other from and against, any and all losses, claims, actions, damages, liabilities, costs and expenses, including without limitation, reasonable legal expenses (collectively, "*Claims*"), relating to any alleged injury, death or property damage to any of its personnel, other third parties or personal property or real property arising out of or otherwise related to the actions, inactions or conduct of such party, its affiliates, personnel, subcontractors, representatives or agents in connection with: (i) the acquisition, installation, operation, inspection and maintenance of the System; (ii) all electricity generated by the System and Client's use of the same; and (iii) the condition of the Site.
7. **MUTUAL INDEMNIFICATION.** Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party. Each Party's liability to the other Party for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
8. **GOVERNING LAW; VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement will be governed by and construed in accordance with the laws of New York and New Jersey.
9. **FORCE MAJEURE.** Aris shall not be responsible to Client or to third parties for any costs or delays in performance caused by strike, weather, war, riots, acts of God, unavailability of suitable and sufficient labor, material, interruptions in regularly scheduled commercial transportation and/or shipping, accident, or capacity, technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of this Agreement.
10. **ENTIRE AGREEMENT; SEVERABILITY; AMENDMENTS; WAIVER.** This Agreement constitutes the entire agreement between the parties hereto concerning the equipment and installation and the other matters covered herein and supersedes all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein. There are no understandings, agreements, representations or warranties, express or implied, which are not specified in writing and signed by the parties hereto. In the event that any of the terms of this Agreement are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect. Except as otherwise expressly provided herein, the parties may amend this Agreement, from time to time, in writing signed by the parties. No waiver of any provision of this Agreement, nor consent to any departure by either party therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged with the waiver or consent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
11. **SALES AND USE TAXES.** Not included in base Aris price. If applicable, by Client.
12. **LEGAL EXPENSES.** Each party shall assume liability for its own costs and expenses (including legal fees) in connection with the negotiation, preparation and execution of this Agreement. In the event of any legal action to enforce or construe any provision of this Agreement (including in any arbitration), the non-prevailing party or parties thereto shall pay the prevailing party the reasonable costs and expenses (including legal fees) incurred by such prevailing party therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ARIS WIND, LLC.

THE CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____