

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

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What's Inside

Watch out for false claims	2
Know your rights.....	3
Ask solar providers these initial questions	4
Step 1: Ask is solar a good fit for me?	5
Step 2: Understand roles and the solar process	7
Step 3: Find a qualified solar provider	9
Step 4: Compare your financing options	12
Step 5: Learn about electricity bill savings.....	16
Step 6: Carefully read all paperwork.....	20
Step 7: Review additional resources.....	21
Step 8: "Before you sign" checklist	22
Step 9: Sign this guide	23

This guide provides important information to homeowners thinking of going solar.



PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

DON'T SIGN A CONTRACT UNTIL YOU READ THIS DOCUMENT!



This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E).

PG&E, SCE, and SDG&E customers must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systems in new home construction or multi-family buildings.)*

Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文, 한국어, Tiếng Việt, and Tagalog versions available at 866-849-8390.





You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.

Initial here if you understand this page AR (1/4)

Watch Out for False Claims

Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

 False Claim	 The Truth
You can get free solar energy at no cost to you.	Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time. There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.
You will never pay an electricity bill ever again after a solar system is installed.	After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example. Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider. If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.
Time is running out and you must quickly sign an electronic tablet to get solar.	An honest salesperson would never rush you to sign anything without giving you time to review what you are signing. California law requires that a salesperson show you the contract terms before you sign.



If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or www.cslb.ca.gov/consumers. To file a complaint against a financing company, visit www.dbo.ca.gov/file-a-complaint.

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Know Your Rights

You have the right...

to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a PG&E, SCE, or SDG&E customer, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the to the Contractors State License Board (CSLB) at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

Initial here if you understand this page AR (3/4)



Ask Solar Providers These Initial Questions Before You Sign A Contract

What is your Contractors State License Board (CSLB) license or registration number?

Ask for the solar provider's CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to www.cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

- CSLB License Number is: 961988
- (If applicable) HIS Registration Number is: 111234SP

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

What is the total cost of the solar energy system?

If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?

If I sell my home, what are my options and what do I need to do?

Ask your solar provider, lender, or PACE program administrator to show you where in the contract it describes what happens when you sell your home.

Make sure to **get bids from at least 3** different solar providers. See page 9 for more details.

OK, I read these 4 pages. Now what?

- For other important questions to ask a solar provider *before* you sign a contract, go to page 10 of this guide.
- If you already understand the information listed in the table of contents and are getting ready to sign a contract, you can skip to the "Before You Sign" checklist, on page 22 of this guide.
- For a step-by-step guide for how to go solar, proceed to the next page. This is recommended, even if you've already started the solar process!

Customer Initial Here AR (4/4)





STEP 1: Is Solar a Good Fit for Me?

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



Before you consider getting solar at your home, ask yourself:

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit www.energyupgradeca.org/home-energy-efficiency and/or contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

Do I qualify for low-income solar programs?

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

Is my roof suitable for rooftop solar?

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction does the roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programs to the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: www.cpuc.ca.gov/solarindacs.



If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families. If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA-eligible single-family homeowners who live in a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

See if you qualify by visiting www.gridalternatives.org/qualify or by calling GRID Alternatives at 866-921-4696.

DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receive a 20 percent discount on their electricity bills. In this program, you do not have to install solar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

See www.cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

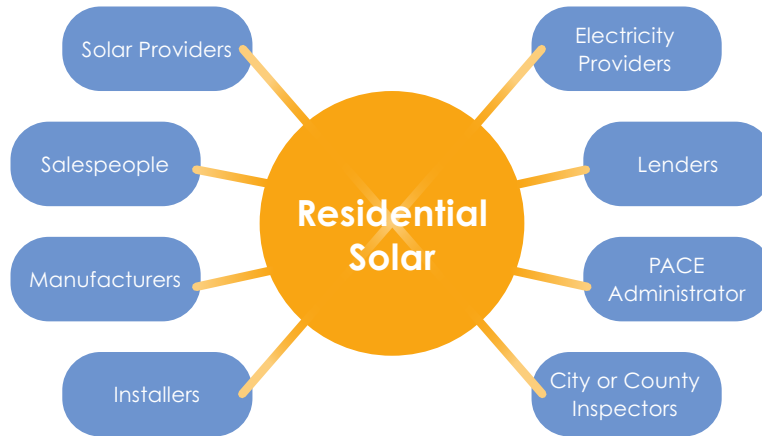
See www.cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.



PACE financing is not a “free government program.” If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.



STEP 2: Understand Roles and Solar Process



Solar Providers

Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

Salespeople

Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their “home improvement salesperson (HIS) registration” and check it at 800-321-CSLB (2752) or www.cslb.ca.gov/consumers.

Installers

Installers are sent by solar providers to your home to check roof, ground and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

Manufacturers

Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

Electricity Providers

Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

Lenders

Lenders provide you with financing if you have a solar loan.

PACE Program Administrators

Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at www.dbo.ca.gov/pace-program-administrators-2.

PACE Solicitors and PACE Solicitor Agents

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at www.dbo.ca.gov/pace-program-administrators-2.

City/County Inspectors

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.

Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient (see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document (see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement

After You Sign A Contract

Installer	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
Solar Provider	finalizes system design and applies for building permit with city or county agency
Installer	installs the solar system (only after receiving city/county permit)
City/County Inspector	inspects system for building permit compliance when applicable
Solar Provider	submits application to electricity provider to interconnect solar system to grid
Solar Provider	submits city/county inspection approval to electricity provider
You	turn on system only after receiving written approval from electricity provider
Electricity Provider	sends you your first electricity bill with solar/net energy metering credits (see page 17)
Lender/Solar Provider	sends you first bill for solar system or solar energy*

*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.



It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.



STEP 3: Find a Qualified Solar Provider

For low-income solar programs, go to page 6.

Find Solar Providers that Serve Your Neighborhood

Go to www.cslb.ca.gov, a government website, and click on “Find My Licensed Contractor.” Enter your city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to www.californiadgstats.ca.gov, a government-funded website, to enter your ZIP code and see a list of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal for solar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at www.cslb.ca.gov/consumers or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active and valid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Check out trusted customer review websites online. Since some websites may not be neutral, check a few different websites to make sure reviews are consistent.

It’s a good sign if companies employ installers certified by the North American Board of Certified Energy Practitioners (NABCEP), a high standard in the industry.

Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online, and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid may indicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don’t hesitate to ask solar providers a lot of questions up front. A qualified company will be happy to answer all of them. A sample list of questions is on the next page.



Questions to Ask a Solar Provider

Before You Sign a Contract



Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)?
What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.



Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?



Warranties & Performance Of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
- If equipment such as the inverter fails after the warranty period, how much will it cost to replace?

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See "Getting Environmental Credit for Going Green" on page 18).



Electricity Bill Savings Estimates (see page 17)



Please beware of a solar provider who tells you solar is free – it is not. See page 2 for more information on false claims.

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider's website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?



Impacts On Future Sale Of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn't want the solar system or doesn't qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?



Timeline (see page 8)

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?



For questions about financing, read the next section!



STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and “rents” it to you for a scheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sells you the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option’s pros and cons, and then a closer look at each.

Pros

Cons

Purchase with Cash or Loan

Typically greater return on investment.
If you use a loan, little or no upfront costs.
May increase value of home.
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.
Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.

PACE Financing

Little or no upfront costs.
May have a longer repayment period than typical home improvement loan, which may be preferable.
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing.
If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.

Lease and PPA

Little or no upfront costs.
Solar provider is responsible for all monitoring, maintenance, and repairs.
Minimum energy production often guaranteed.

Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars.
Solar provider could go out of business during the contract period.



A Closer Look at Purchase (with cash or loan)

You can purchase a solar system from a solar provider or manufacturer with a solar loan or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit card.

A secured loan is often preferred because it typically has lower interest rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonable interest rate.

If you install and own a solar system by the end of 2020, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2021 and then 0 percent for systems installed after 2021. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home component.

Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

What is the total cost of the loan over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

What is my interest rate?

What is my annual percentage rate (“APR”)?

Whom do I contact if I have questions about my loan payments?

Will a solar loan make it more difficult for me to sell or refinance my home?

Will I need to buy out my loan? Whom do I contact?



A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACE program administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on your property tax bill. With PACE financing, you own the solar system. You should read and review the terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACE liens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessments are typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that you can set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage payment before you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number?

(Check the license at www.dbo.ca.gov/pace-program-administrators-2)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at www.dbo.ca.gov/pace-program-administrators-2)

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?



A Closer Look at Lease & PPA (Power Purchase Agreement)

With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase, and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?



STEP 5: Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.

If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.

Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.

Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



Before you sign a contract, ask yourself: if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?

How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

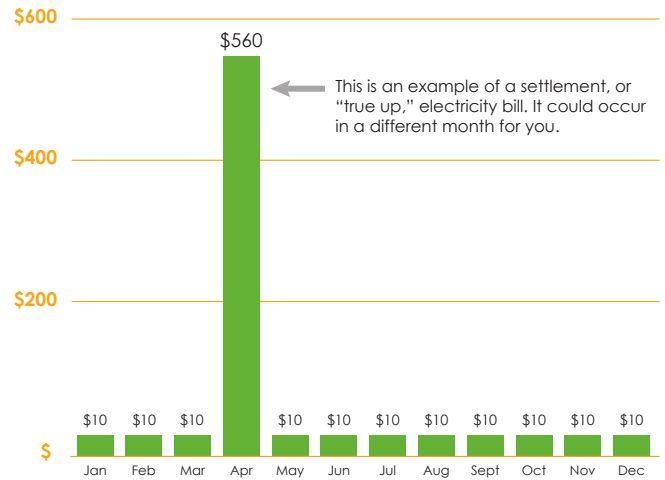
Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

Example Of A Settlement, Or "True Up" Electricity Bill



Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option, and double-check with your electricity provider that the correct option was chosen.

Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, is subject to change. Go to www.cpuc.ca.gov/electricrates for more details on how electricity rates work.



If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.

Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC), which represent the renewable energy that is generated. If you purchase a solar system, you own the rights to these RECs and can make the claim that you're producing clean energy and avoiding emissions of greenhouse gases by going solar. However, if you enter a lease or PPA, the contract may state that the solar provider or someone else owns the RECs. If you do not own the RECs, they can be sold without your knowledge to other customers who use them to make environmental claims or comply with clean energy requirements. And with PACE financing, a local jurisdiction may own the RECs. If owning the RECs is important to you, ask your solar provider who will own the RECs, and check the contract fine print.



Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See www.cpuc.ca.gov/sgip for more details on SGIP.



STEP 6: Carefully Read All Paperwork

The Solar Energy System Disclosure Document

This one-page document from the Contractors State License Board shows you the total costs for the proposed solar energy system. It also has information about your three-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at www.cslb.ca.gov/consumers/solar_smart.

Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13–15 of this guide should be referenced in the financing agreement.

STEP 7: Review Additional Resources

If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)


- PG&E solar customer service: 877-743-4112
- PG&E clean energy: www.pge.com/en_us/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page

Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- SCE solar power at home: www.sce.com/residential/generating-your-own-power/solar-power 

San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: www.sdge.com/residential/solar/getting-started-with-solar

 If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and www.gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: www.cpuc.ca.gov/solarindacs

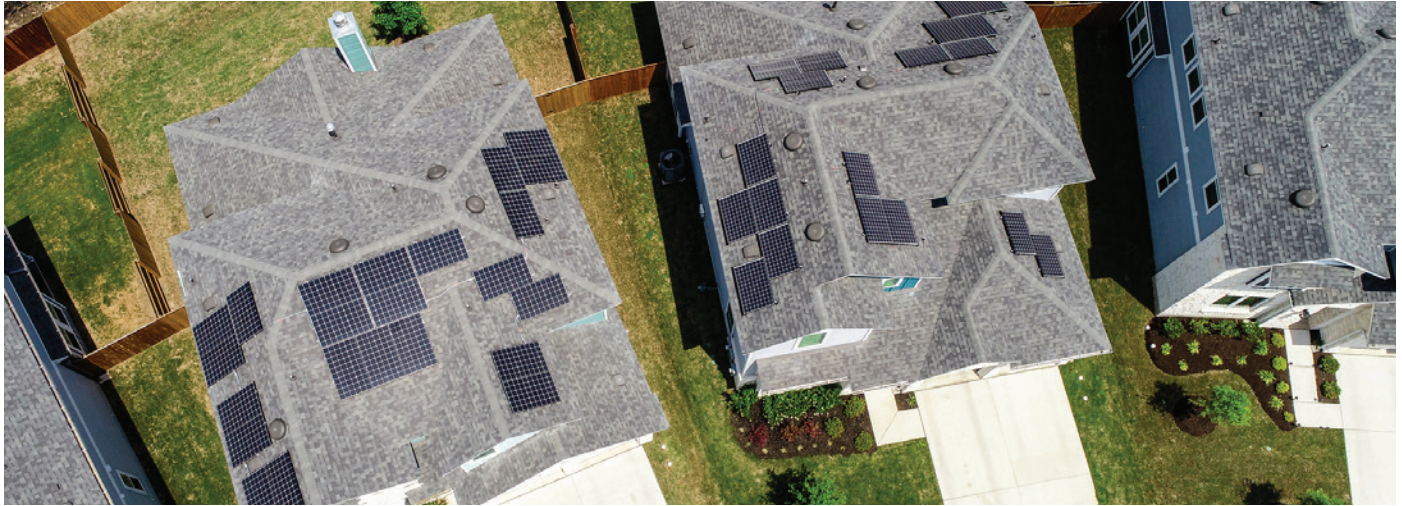
 If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: www.cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx
- CSLB solar smart: www.cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: www.cslb.ca.gov/consumers/solar_smart



Links with this icon have a resource available in video format.



Department of Business Oversight (DBO)

- PACE financing information: www.dbo.ca.gov/pace
- Financial services: 213-576-7690; pacehelp@dbo.ca.gov
- PACE program administrator license check: www.dbo.ca.gov/pace-program-administrators-2
- Filing a complaint against a PACE provider: www.dbo.ca.gov/file-a-complaint

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: www.pge.com/en_us/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page
- SCE understanding your bill: www.sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill ▶
- SDG&E understanding your NEM statement: www.sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: www.cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: www.cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas
- CESA una guía práctica de financiación solar para dueños de casa (en Español): www.cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- CESA/George Washington University rooftop solar financing 101: www.cesa.org/projects/sustainable-solar/videos ▶


Other Solar Guides


- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: www.irecusa.org/consumer-protection/consumer-checklist
- CESA/George Washington University Choosing a Solar Installer: <https://cesa.org/projects/sustainable-solar/videos> ▶


STEP 8: “Before You Sign” Checklist


Make sure you have completed these items before you sign any documents!


Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.


-
-  Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.


 -  Consider making your home more energy efficient before getting solar. This could save you money. See page 5.


 -  Get at least 3 bids for solar at your home. See page 9.


 -  Ask the solar provider for 3 customer references and call or visit them. See page 9.


 -  Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.


 -  Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.

 -  Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.

 -  If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.

 -  Read the critical information about electricity bill savings estimates on page 16.

 -  Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.

 -  Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.
-



STEP 9: Sign This Guide

September 2020

Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with your contract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.



Do not feel pressured to read the complete document while the salesperson waits.

Ask them to come back at a later date to allow you time to read it.

Customer

- I have not yet entered into a contract for solar with the solar provider signing on page 24.
- The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.
- The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, or Tagalog if they spoke to me in one of those languages.
- I read and initialed the first 4 pages of California's Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.
- I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.
- If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature.
- If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.
- If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.

Alberto Rojas
Customer Printed Name


Customer Signature

04 / 20 / 2021
Date

continued on page 24

Solar Provider

RS The customer initialed the first 4 pages of the guide.

RS The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.

RS The sales presentation to this customer was principally conducted in this language: English

Rob Scalfaro
Company Representative Name/Title

04 / 20 / 2021
Date

Robert Scalfaro
Company Representative Signature

415-480-1471
Company Phone

Complete Solar Inc
Company Name

rob@teslaenergy.solar
Company Email

961988
Company CSLB License Number

C10 - C46
Company CSLB License Classification

*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy Agreement for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy/power cost if applicable) is \$[25708.00].

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SOLAR PURCHASE AND INSTALLATION AGREEMENT
(Home Improvement)

CONTRACTOR:
Complete Solar, Inc.
3000 Executive Pkwy suite 504
San Ramon, CA 94583
Phone: 877.299.4943
Fax: 650.469.7146
Email: Support@CompleteSolar.com

OWNER: Alberto Rojas
ADDRESS:
16291 Veridian Cir San Diego, CA 92127
EMAIL: rojasfield@gmail.com

Contractor License Number: 961988

JOB SITE: 16291 Veridian Cir San Diego, CA 92127

Date Agreement signed by Owner: 04 / 20 / 2021

Date Owner received fully signed Agreement: 04 / 20 / 2021

The name and address of the Contractor to which any "Notice of Cancellation" is to be mailed is stated above.

1. HOME IMPROVEMENT AGREEMENT

Notice to Owner: This is an agreement for the purchase and installation of a solar system ("Agreement or Project"). You are entitled to a filled in copy of this Agreement, signed by both you and Contractor, before any Work (defined below) may be started. This Agreement shall become effective on the date that the Contractor signs the Agreement. ("Effective Date").

2. Description of the work to be done and the principal products and materials to be used or installed in performance of the Agreement (the "Work");

- (a) A 5.280 kW (STC/DC) photovoltaic system ("System") shall be installed at the above address.
- (b) As designed, this System expects to produce 8161 Kilowatt hours of power in the first year and offset approx. [109] of Owner's estimated historical electricity usage (based upon utility bills provided by Owner), which was 7462 Kilowatt hours. Owner acknowledges that numerous factors (weather, travel, etc.) affect yearly energy usage and that Owner's actual future energy usage may vary substantially from Owner's historical energy usage, which was used to calculate the estimated energy offset. If Owner uses more energy than in prior years, Owner acknowledges that the offset percentage will be less than represented above. **In addition, if the above offset estimate is based upon less than 12 months of usage it is not reliable. OWNER has been advised of this fact and nevertheless has decided to proceed with installation of the System described herein.**
- (c) If a battery storage system is installed along with the System, as designed, this battery storage system will contain storage enabled inverter/charger capable of providing power dependent upon the current state of battery charge. The battery will draw its charge from the System and provide backup power within the limitations of the system. **WHILE CONTRACTOR BELIEVES THE BATTERY (IES) WILL BE ABLE TO PROVIDE BACKUP POWER DURING A POWER OUTAGE, CONTRACTOR PROVIDES NO GUARANTEE OR WARRANTY THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. OWNER AGREES THAT CONTRACTOR WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP POWER, AND CONTRACTOR DISCLAIMS ANY LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER**

MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Special Notes:

AR (Owner's initials)

(d) Major System components & locations:

- i. Solar Module: **Certainteed** CT330HC11-04 X 16
- ii. Inverter Type: **Enphase** IQ7 X 16
- iii. Storage: X
- iv. If required by your local jurisdiction, an AC Disconnect is located within two feet of the electricity meter and at least three feet off the ground.
- v. Contractor will install a Production Monitoring Unit that tracks power production of the System, thereby allowing Contractor to provide a Production Guarantee. (see Exhibit Two) (Note: If necessary, Owner must grant Contractor access to their website account to activate Production Guarantee). Contractor provides this monitoring service at no cost to Owner for the duration of the Production Guarantee.
- vi. Other standard materials include racking and mounting components, wiring, conduit, and over-current protections, roofing sealant, and/or flashing, as needed.

3. PURCHASE PRICE

The total purchase price (which excludes any financing costs) is \$[25708.00] ("Purchase Price"). Of this amount Owner is seeking to finance [~~\$25708.00~~]. Owner shall pay the remaining amount of the Purchase Price (~~[\$_____]~~) directly to the Contractor. Owner acknowledges that Owner is responsible for full payment of the Purchase Price regardless of any financing agreement which Owner may or may not obtain. Owner hereby agrees to pay Contractor according to the schedule in Section 5 below.

Contractor does not provide financing. Be sure to consult with your financing company as to all applicable terms and conditions related to your financing.

4. DOWNPAYMENT

Initial Down Payment \$[]

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR TEN PERCENT (10%) OF THE Purchase PRICE, WHICHEVER IS LESS

5. SCHEDULE OF PROGRESS PAYMENTS

Due upon of installation of the solar panels placed on the roof or on the racking of the System (95% of Purchase Price less the down payment)	\$[]	
Balance due upon passing final building inspection	\$[]	<u>AR</u> (Owner's initials)

The schedule of progress payments must specifically describe each phase of Work, including the type and amount of Work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties, or other charges, and not subject to reduction, withholding, set-off, or adjustment of any kind.

The portion of the Purchase Price that is paid directly by the Owner (if any) shall be applied to the first progress payment listed above.

6. TAX CREDIT

Owner may be eligible for a Federal Tax Credit of up to 26% of the cost of installing the System depending on Owner's tax liability and/or individual tax situation. **Contractor makes no representations or guarantees on the amount of Owner's Federal Tax Credit eligibility, nor does Contractor guarantee eligibility. Contractor will provide Owner with appropriate documentation and tax forms required to obtain this credit.** Should Owner not qualify for the full tax credit and/or not apply the full credit received towards any financing obtained, Owner understands that Owner's Purchase Price and/or financing payment may increase substantially.

AR (Owner's initials)

7. UTILITY INTERCONNECTION

Contractor will handle utility interconnection paperwork at no cost to the Owner.

8. SCHEDULE

Contractor estimates that the Work will commence approximately 30 - 90 business days following the Effective Date of this Agreement ("Approximate Start Date"). Commencement of the Work occurs when Contractor begins to design the System.

Contractor estimates substantial completion of the Work 30 - 90 business days following the Approximate Start Date ("Approximate Completion Date"). The Approximate Completion Date is also subject to final inspection and other permissible delays as identified in Section 9 of Addendum A that is attached to and included with this Agreement.

Final inspection will take place shortly after substantial completion. Utility company interconnection should take place within thirty (30) business days after the System has passed final inspection. (Note: Contractor may adjust the Approximate Start Date and Approximate Completion Date as necessary if Owner has not secured financing to pay for the Project.)

9. DEFAULT

Payments shall be delinquent five (5) business days after said payment is due in accordance with Section 5, Schedule of Progress Payments, and interest shall begin to accrue at that time at the rate of 18% per annum or the maximum amount permitted by law. In the event of Owner non-payment or other Owner default, Contractor has the right to shut the System down unless otherwise prohibited by law

In the event of nonpayment, the Owner grants the Contractor a security interest in the System until the Purchase Agreement is fully paid. In the event of nonpayment, the Contractor will file a fixture filing or UCC Financing Form (UCC-1) on the System with the State. The UCC-1 is a public filing providing notice that Contractor has a security interest in the System.

10. BOND

Owner in a Home Improvement Agreement has the right to require Contractor to obtain a performance and/or payment bond (though if provided, the expense thereof would be an additional charge to Owner).

11. LIST OF DOCUMENTS INCORPORATED INTO THIS AGREEMENT

- Addendum A- Additional Terms and Conditions
- Exhibit One – Extra Work/Change Orders
- Exhibit Two - Limited Workmanship Warranty/Production Guarantee
- Exhibit Three- Notice of Cancellation
- Exhibit Four- Mechanics Lien Warning

With regard to each Addendum and Exhibit, unless otherwise defined in the Addendum or Exhibit, capitalized words shall have the same meaning as is defined in this Agreement.

12. The Addendum A, B, and related Exhibits which follow this Agreement elaborate on the right to cancel, change orders, construction issues, payment terms, rights of the parties, and other pertinent details.

13. Notice of Right to Cancel

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM IN EXHIBIT ONE.

This Agreement sets forth all the terms and conditions and supersedes all prior agreements, arrangements, and understandings. The undersigned parties acknowledge that they have read, understand, and agree to these terms and conditions and have received a fully executed signed and completed Agreement with the incorporated documents stated above.

Owner has the right to require the Contractor to have a performance and payment bond.



Owner Signature

Contractor Signature
Contractor License Number: 961988

Owner Print Name Alberto Rojas

Date: 04 / 20 / 2021

Name / Title

Date: _____

Secondary Signature

Salesperson Name Rob Scalfaro

111234SP
Salesperson HIS registration #

Secondary Owner Print Name

Date: _____

ADDENDUM A

Additional Terms & Conditions

- 1. Extra Work and Change Orders.** Owner may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) The scope of work encompassed by the order. (ii) The amount to be added or subtracted from the Purchase Price. (iii) The effect the order will make in the progress payments or the Approximate Completion Date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
- 2. Note About Extra Work and Change Orders:** Extra work and Change Orders become part of the Agreement once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the schedule of progress payments (see Exhibit One).
- 3. Battery Systems.**
Owner will ensure battery settings are set to draw a charge from the System. Not all electrical loss is suitable for back up operation; upon site review, some circuits may be excluded or moved to a separate sub-panel. Owner will be responsible for failure or damage caused due to backing up more loads than recommended by the battery manufacturer and/or changing settings from the initial installation conditions. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT OWNERS ENTIRE HOME. Eligible back uploads must be located in the same electrical load panel used to connect the System at the time the Contractor installs the System. Contractor does not take responsibility for System failure caused due to excessive loads.
- 4. Ground Mount Systems.** This Agreement is contingent upon favorable findings in geological survey and/or USA report for all ground mount systems. Owner will be notified in advance of any additional survey work and will be wholly responsible for the cost of performing the survey.
- 5. Concealed or Unknown Physical Conditions.** If concealed or unknown physical conditions, hazardous materials, or other unforeseen conditions are encountered at the Project that differs materially from those indicated in or from those conditions ordinarily found to exist, Contractor shall be entitled to a Change Order. Contractor assumes no responsibility for any concealed or unknown physical conditions including, but not limited to, variances in natural materials, unusual or unanticipated ground conditions, buried obstructions, hidden obstructions in walls, floor, and ceilings, or unknown subsurface or concealed utilities.
- 6. Work Area Access and Availability of Electricity.** Owner shall assist Contractor by granting workmen and vehicles necessary access to work areas during the installation process. This may involve such things as keeping driveways and walkways clear, and gates unlocked or open as needed. Owner shall also inform Contractor where materials may be stored, and rubbish kept (temporarily until disposal). And Owner shall make provisions for pets so that they are safe and do not inhibit or disrupt the installation process. Owner agrees to make electricity and water reasonably available to Contractor and/or subcontractors.
- 7. Site Condition.** Contractor shall undertake reasonable care in its performance of the Work. However, Contractor shall not be responsible for damage(s) arising from Contractor's work or the delivery of Project materials including, but not limited to, damages to existing walkways, sidewalks, curbs, gutters, driveways, cesspools, septic tanks, sewer, gas, water, electric, or other utility lines, arches, shutters, shrubs, lawns, trees, clotheslines, decks, or other improvements; provided, however, that if Contractor does not undertake reasonable care in its performance of Project work, Contractor shall be responsible for damage(s) arising from Contractor's work or the delivery of Project materials. Contractor shall remove all construction debris and leave the Project in a broom clean condition.
- 8. Other Conditions.** Contractor has not pre-checked or otherwise verified with any public agency or other entity regarding approval for the Project, and Contractor relies upon the representation(s) of the Owner with

respect to such necessary approval(s). Owner shall be solely responsible to advise Contractor prior to commencing the Work as to any covenants, conditions, right-of-way, restrictions, easements, or other access impediments affecting the Project. Owner represents that there are no laws, covenants, or other condition that prohibits the installation of the materials and equipment identified in this Agreement.

9. **Delays.** Contractor shall be excused for any delay in completion of the Agreement caused by acts of God, acts (or lack of action) by Owner or Owner's agent, unforeseen conditions, rain or stormy weather, labor trouble, acts of public utilities, public bodies, third party plan check, increases/changes in scope, direction by inspector(s), community plan review committees, extra work, failure of Owner or financing company to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor. Any delay that is not the responsibility of Contractor shall extend the completion date of the work.
10. **Clean Up.** There will be some excess materials and/or debris which will need to be collected and stored temporarily on the property. Owner will provide sufficient space for this purpose and shall instruct Contractor what areas may be used. Upon completion of the installation, Contractor will remove all such materials and debris and leave the premises in a broom clean condition.
11. **Payment Terms.** Unless otherwise agreed, invoices are payable upon presentation and in accordance with the schedule detailed in the Agreement. If non-payment occurs before the Work has been completed, Contractor shall be permitted to suspend work until payment issue is resolved. If non-payment exceeds ten (10) days, Contractor shall have the option of being released from all obligations to complete the installation and be due payment by Owner for Contractor costs up to that point on a time and material basis. If Contractor's Work is completed but does not pass final inspection through no fault of Contractor or due to the actions or inactions of Owner (including, but not limited to, discovery of other improvements on the property that were not properly permitted), Owner agrees to make their final payment to Contractor upon presentation of the invoice.
12. **Post Completion Inspections.** Owner agrees to cooperate with necessary paperwork and inspections after completion of the installation. This will include affording inspectors the access they need to complete their work. Contractor agrees to attend all such inspections. If additional inspections become necessary through no fault of Contractor or due to actions or inactions of Owner, Owner agrees to

compensate Contractor for their time at a rate not to exceed \$75 per hour.

13. **Damage to Solar System From Natural and Other Causes.** Owner understands and accepts that Contractor cannot guarantee against damage to solar installation from natural causes or causes beyond Contractor's control, including but not limited to earthquakes, landslides, floods, storms, fire, other natural disasters and/or "acts of God," civil unrest, condemnation, theft, and vandalism.
14. **Commercial General Liability Insurance (CGL).** Contractor carries commercial general liability insurance written by AXIS Surplus Insurance Company. Owner may call Ambere St Denis at 415-572-2173 to check Contractor's insurance coverage.
15. **Workers Compensation Insurance.** Contractor carries workers' compensation insurance for all of its employees.
16. **Solar System Environment.** Unless otherwise specified in this Agreement, the System is designed to perform in the environment that existed at the time of the site analysis. If that environment changes, system performance may change and can no longer be guaranteed by Contractor (see Exhibit Two). Changes in environment include but are not limited to such things as growth of trees, shrubs, or other plant life that may shade parts of the array, and/or new structures built on the Owner's property or a neighbor's property which might shade parts of the array, or altering any part of the array by moving/removing any of the System parts/components. Similarly, if Owner has agreed to remove or alter any trees or other obstructions which would affect the performance of the System and fails to do so, Contractor will no longer be required to guarantee the System's performance (see Exhibit Two)
17. **ASSIGNMENT** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assignees.
18. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure event means, in relation to either party, any event or circumstance beyond the reasonable control of that party including act of God, fire, explosion, flood,

epidemic, power failure, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes (other than in respect of the workforce of the party affected). A party affected by the Force Majeure (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible.

19. WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE

20. Limitation of Liability. IN NO EVENT WILL CONTRACTOR BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF AGREEMENT TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR FOR BREACH OF WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL CONTRACTOR'S TOTAL CUMULATIVE LIABILITY TO OWNER OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY OWNER TO CONTRACTOR FOR PURCHASE OF THE MATERIALS AND EQUIPMENT.

21. Roof Leakage. Contractor shall take care to ensure Owner's roof is left in a leak-free condition and will warranty that condition for ten (10) years (see Exhibit Two - Certificate of Warranty for details). If any of Contractor's penetration of Owner's roof should leak during that period of time, Contractor will be responsible to promptly repair those leaks. In no event shall contractor be liable for any damages resulting from roof leaks. Timely notification shall be no more than 72 hours after observation of the leak, or sooner if the leak is active and immediate attention is necessary in order to avoid further damage.

22. Pre-Existing Electrical or Structural Issues. Contractor shall not be obligated to or responsible for identifying any pre-existing structural or electrical issues or defects nor shall Contractor be liable for pre-existing construction or electrical defects discovered after completion of solar installation.

23. Asbestos and Hazardous Waste. Unless the Agreement specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and licenses and are not within the scope of this Agreement. Therefore, unless the Agreement specifically calls for the same, if Contractor encounters such substances Contractor shall immediately stop work and allow Owner to obtain a duly qualified asbestos and/or hazardous materials contractor to perform the work.

24. Utility Company Issues. Contractor shall not be liable or responsible for any delays or additional costs associated with design modifications, upgrades, or other changes required by Owner's utility company as a result of Contractor's scope of work including, but not limited to, transformer replacements and/or upgrades, property alterations, utility upgrades and/or alterations.

25. Bankruptcy. If either party becomes bankrupt or makes an assignment for the benefit of creditors, that party shall provide notice to the other party once the bankruptcy proceeding begins. Additionally, if either party becomes bankrupt or makes an assignment for the benefit of creditors the other party has the right to cancel this Agreement.

26. Notices, Governing Law and Severability. Any notices required by this Agreement may be sent to either party at the addresses set forth on page one of this Agreement. This Agreement shall be governed by the laws of the State of California in Contra Costa County. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

27. Mechanics Lien. Any contractor, subcontractor, or material man who provides home improvement goods or services pursuant to this Agreement and who is not paid may have a legal claim against your property and may file a mechanics lien against your property. Payment of the agreed-upon price under the Solar Purchase and Installation Agreement prior to the filing of a mechanic's lien may invalidate such lien. The Owner may contact an attorney to determine his/her rights to discharge a mechanics lien.

28. CSLB. Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

**Visit CSLB's Internet Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)**

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

- 29. Ownership of Home.** By signing this document, Owner certifies that they are the Owner of the home or property on which or at which the System is being installed. In addition, Owner agrees to accept ownership and/or license of solar panels and other materials upon their delivery to the job site. Thereafter, except when Contractor is handling these materials during the installation process, protecting them from loss, theft, or damage shall be the sole responsibility of Owner.
- 30. Power Outages.** Owner understands and accepts that the System installed on their business/home will be tied to a public utility grid. Unless stated elsewhere in this Agreement the System does not include a power back up source. For safety reasons, whenever the grid is out

of service, the solar system will automatically shut down until the grid is once again in service.

- 31. Attorney Fees.** If either party becomes involved in any legal proceedings or other dispute resolution proceedings arising out of this Agreement or the performance thereof, the court, or arbitrator, shall award reasonable costs and expenses, including attorney fees, to the prevailing party.
- 32. Survival.** This Agreement shall continue in full force and effect from the Effective Date (identified above) until the earlier of (a) termination of this Agreement by Contractor with or without cause, effective upon written notice to Owner or (b) immediately after the equipment is installed and interconnection is completed. Upon termination, those obligations which by nature should survive shall continue, such as, without limitation, payments due, Contractor indemnity, removal, and clean-up obligations, and express warranties as set forth in herein.
- 33. Termination for Cause.** If: (i) any proceeding is filed by or against Contractor in bankruptcy or insolvency, or for an assignment for the benefit of creditors; or (ii) the Owner is otherwise in breach of this Agreement; then Contractor may (in addition to any other right or remedies provided by this Agreement or by law) terminate the Agreement and not proceed with all or any part of the Agreement by written notice to the Owner without any liability.
- 34. Complete Agreement.** This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital and may only be modified by a writing signed by all parties. This Agreement is executed without reliance upon any representation by any person concerning the nature or extent of injuries or legal liability; therefore, and each party has carefully read the contents of this Agreement.

By signing below, the parties acknowledge having read and accepted the terms and conditions of this Addendum, including the attached Exhibits.


<p> _____ Owner Signature</p> <p>Owner Print Name Alberto Rojas Date: <u>04 / 20 / 2021</u> _____</p> <p>_____ Secondary Signature</p> <p>Secondary Owner Print Name Date: _____</p>	<p>_____ Contractor Signature Contractor License Number: 961988</p> <p>_____ Name / Title</p> <p>Date: _____</p> <p>Salesperson Name Rob Scalfaro</p> <p><u>111234SP</u> Salesperson HIS registration #</p>
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Exhibit One
Change Order Form

CHANGE ORDER No. _____

This Change Order Form ("Change Order") is made as of _____, 20____,

Between Owner [_____] and Contractor, Complete Solar, Inc. of California, CSLB License No. 961988, 3000 Executive Pkwy suite 504, San Ramon, CA 94583, telephone no. 877.299.4943, facsimile no. 650.469.7146, email: support@completesolar.com, for Solar Purchase and Installation Agreement at [_____ }.

Owner requests and authorizes Contractor to make the following changes to the above Project:

TOTAL Price for the changes described above is \$ _____, which figure may include overhead and profit.

This Change Order will therefore increase / reduce (check appropriate box) the total Purchase Price by \$ _____.

This Change Order will extend / decrease (check appropriate box) the Approximate Completion Date of by approximately _____ days/weeks.

Payment for this Change Order is due when the work called for in this Change Order is complete

ACCEPTANCE

This Change Order is not valid until signed by Owner and Contractor. It may be signed in duplicate counterparts.

Signature indicates agreement herewith, including any adjustment in the Purchase Price and Approximate Completion Date.

Owner Signature

Contractor Signature

Owner Print Name

Name / Title

Date: _____

Date: _____

Exhibit Two

Warranties and Production Guarantees

Complete Solar is committed to providing excellent and continual Owner service to you over the life of your solar system. It is our pleasure to be your premiere servicer. Should any issue arise with your system, we will restore your full energy production as quickly as possible.

Complete Solar has complete confidence in the high-quality equipment used in your System, as well as in the work performed during installation. We are pleased to offer an industry leading 10-year, full-service warranty on all workmanship relating to your solar system. Additionally, we provide a 10-year, leak-proof roof guarantee against any leaks resulting from the installation of your solar system. Additionally, these Warranties accompany all other warranties that may be offered by the equipment manufacturer or financing products associated with your installation. Complete Solar only works with tier 1 suppliers and equipment manufacturers.

We are proud to provide all of these guarantees and warranties to protect your investment in solar power and to ensure your complete solar solution will serve you for many, many years to come.

Best,

Dave Anderson, Co-Founder & CMO

CERTIFICATE OF LIMITED WARRANTY

10 Year Full Service & Manufacturers' Warranties

Complete Solar believes that long-term relationships are the cornerstone of our business and we work hard to exceed our Owner' expectations. We go to great lengths to prevent problems from occurring with your solar system; however, in the case that any issues do arise we offer the longest limited workmanship warranty in the industry—10 years!

COMPLETE SOLAR'S LIMITED WORKMANSHIP WARRANTY

1. This 10-year workmanship warranty applies only to Systems installed by Complete Solar and includes all parts and labor for workmanship errors associated with repairing the System. Complete Solar will investigate requests for service as soon as possible and report findings to Owner. Complete Solar will repair or replace (in Complete Solar's sole discretion) issues related to the identified workmanship error. The 10-year term begins on the date the System passes final inspection by the permitting authority. Should Owner make a warranty claim for an issue that is determined to not be related to Complete Solar's Work, Owner shall pay Complete Solar a flat fee of \$200 to cover the costs of the inspection.
2. The warranty also covers Owner's roof against leaks resulting from solar panel installation for a period of 10 years from final inspection. Complete Solar installations adhere to the highest industry standards for waterproofing and durability to ensure a clean and leak-free installation. Owner agrees to contact Complete Solar at the first sign of a roof leak. Complete Solar will analyze the problem to determine the cause and report to the Owner. Complete Solar shall not be liable for any damages resulting from Owner's delay in making such notification. Timely notification shall be no more than 72 hours after observation of the leak, or sooner if the leak is active and immediate attention is necessary in order to avoid further damage. If Complete Solar finds the intrusion resulted from our installation, we will then perform the repairs needed to fix the leak. Leak warranty does not cover damages resulting from roof leaks. Owner must cooperate and communicate with Complete Solar with respect to any and all warranty claims and provide Complete Solar with access to the site to address any warranty items or warranty is null and void. Should Owner make a warranty claim for a roof leak issue that is determined to not be related to Complete Solar's Work, Owner shall pay Complete a flat fee of \$200 to cover the costs of the inspection.
3. This warranty does not cover damages due to accidental, incidental, or intentional acts, including but not limited to acts of God (e.g., earthquakes, fire, hail, windstorms, etc.) or damage due to, rodents, birds, debris collection, damage caused by third parties and actions or inactions by the Owner. The warranty becomes void if the system is maintained or repaired by another party other than Complete Solar. This warranty does not contemplate or in any way impose a duty on Complete Solar to provide pest control services, devices, or improvement materials designed to prevent or remove pests (such as pigeons, rodents, insects, etc.) from solar arrays. The exclusive remedy under the limited workmanship warranty is repair or replacement of equipment (in Complete Solar's sole discretion).
4. Complete Solar grants you (the end-user who first put the System into operation correctly or the person who has purchased the System from such an end-user during the warranty term), a Limited Workmanship Warranty. Complete Solar shall be notified in writing of the assignment within thirty (30) days from the sale of the property where the System was originally installed. If the System is moved from the original location of installation the warranty is void.

MANUFACTURERS' PRODUCT WARRANTY

The manufacturers of your panels and inverter system may warrant their products to be defect free and may guarantee their production. Please see the specific manufacturers' warranties for details.

Solstice Solar Systems Gold Installer Warranty

Additional Warranty Coverage for Solstice Photovoltaic Systems, Provided by Complete Solar: Master Solar Installer

WARRANTIES AND GUARANTEES

A. Solar Company shall provide its services and meet its obligations under this contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in customer's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Solar Company on similar projects.

B. Estimated Production Guarantee: First-year solar power production guarantee is 161 kWh. The power guaranteed under the terms of this Contract is based on Master Installer's estimated production at the time of installation. The guaranteed module power output is based on a variety of factors including the amount of shading on the panel arrays determined at the time of installation. Customer understands that Customer's actual production is subject to change due to increased shading from growing trees or other obstructions that are installed after their solar installation and that Solar Company is not responsible to guarantee the original power production unless customer removes the shading or obstruction.

Allowable tolerance for production is 90% of first-year production. Solar Installer Power Production Guarantee is based on the first-year production and then follows the panel manufacturer's power output warranty and degradation guidelines for each of the next twenty-four years. All of the stipulations and limitations that are included in the Solstice Solar System GOLD Warranty remain the foundation of warranty coverage for this additional coverage document and for the customer. If the Customer's module power output does not meet the manufacturer's guidelines for yearly degradation after the first year, then Solar Installer shall compensate customer based upon the average kWh cost (as determined by true-up bill for each kWh) for each kWh the system failed to produce ("Production Guarantee") and that CertainTeed does not reimburse as part of their module power output warranty.

Table 1 - CertainTeed Warranted Products	
Component of PV system	Warranty Years
Photovoltaic Modules - Power Output	25 (300 months)
Microinverter	25 (300 months)
Mounting System	25 (300 months)
Flashing	25 (300 months)
Labor	25 (300 months)
Roof Penetrations	25 (300 months)

The Roof Penetrations warranty applies if the leak is caused by solar penetration. If the leak is caused by non-solar penetration, then Solar Company will not be responsible for any repair or damage and it will not be covered by any Solar Company warranty.

C. Owner is responsible to ensure that the ENVOY system is always fully operational and connected to internet service. To the extent that the guaranteed production is not achieved because the System was not fully operational for some period of time, the production will be prorated based upon the number of days that the System was not operational unless the operational failure is due to issues relating to Complete Solar's installation work and Owner notifies Complete Solar of the System failure or problem within 15 days of commencement of the failure/problem.



MASTER SOLAR INSTALLER

This is to certify that

Complete Solar Inc

is hereby recognized as a CertainTeed Master Solar Installer having met the requirements of CertainTeed's Master Solar Installer credential program.

The above-named Master Solar Installer is eligible to request extended workmanship warranties up to 25 years in duration. They must carry workers' compensation and liability insurance coverage. Master Solar Installers must be properly licensed according to the regulations in force governing solar contractors in their markets. They must operate in accordance with the CertainTeed Solar Installer Program Code of Ethics and Professional Practices. They must have been in business at least five years or have prior industry experience that CertainTeed considers a comparable qualification. The Master Solar Installer credential is subject to review at any time and is valid through the date entered below, subject to the terms and conditions of the Master Solar Installer credential.



Matt Madeksza
Vice President, CertainTeed Roofing

Valid through January 31, 2022

Solstice[®] Solar System GOLD Warranty

Limited Warranty for Solstice Photovoltaic Systems, Installed by a CertainTeed Master Solar Installer

WHAT THE LIMITED WARRANTY COVERS

Subject to the terms, exclusions and other limitations of this Limited Warranty, CertainTeed Corporation (“CertainTeed”) warrants to the owner (“System Owner”) that the Solstice Photovoltaic System (the “PV System”), when installed in strict accordance with CertainTeed’s installation instructions published at the time of original installation (“CertainTeed’s Installation Instructions”) and subject to normal and proper use, will be free from manufacturing defects as described herein. All CertainTeed-supplied components of the PV System are defined collectively in this Limited Warranty as the “CertainTeed Warranted Products” and are warranted by CertainTeed for the period of years designated in Table 1 as Warranty Years for that component from the date of installation. If, during the warranty period, CertainTeed determines that a manufacturing defect exists in any of the CertainTeed Warranted Products, CertainTeed will pay to repair or replace the product, at its option, and at no charge to the System Owner. CertainTeed’s sole liability to the System Owner will be for the repair or replacement of the CertainTeed Warranted Product determined by CertainTeed to be defective. If, during the effective period of this Limited Warranty, CertainTeed, at its sole discretion, determines that the CertainTeed Warranted Product cannot be repaired, replaced or that suitable replacement product is not reasonably available, CertainTeed will pay to the System Owner compensation calculated as follows:

Ninety percent (90%) of both the original cost to the System Owner of the CertainTeed Warranted Product and the original cost of installation of the CertainTeed Warranted Product multiplied by the percentage of warranty months that remain unused of the warranty months for that component, as calculated from the date of installation to the date that CertainTeed determines that a defect exists in the installed CertainTeed Warranted Product.

Table 1 - CertainTeed Warranted Products

Component of PV System	Warranty Years
Photovoltaic Modules* - Power Output	25 (300 months)
Microinverter or DC Optimizer (when supplied)**	25 (300 months)
Mounting System	25 (300 months)
Flashing	25 (300 months)
Optimized Inverter (when supplied)**	12 (144 months)

*Applies only to photovoltaic module defects which cause the effective output to fall below the performance levels stated in the Linear Performance Warranty. Warranty coverage for all other manufacturing defects not covered under the Linear Performance Warranty shall be limited to ten (10) years (120 months).

**Warranty coverage for manufacturing defects in data monitoring equipment shall be limited to five (5) years (60 months).

LIMITED WORKMANSHIP WARRANTY

When the System Owner uses a CertainTeed Master Solar Installer for installation of the PV System, CertainTeed warrants that the installation of the PV System will be free of workmanship defects in the installation for a period of twenty-five (25) years from the date of installation. In the event that CertainTeed determines that a defect exists in the workmanship of the installation, CertainTeed will correct the workmanship defect at no cost to the System Owner. Prior to any installation of the PV System, the original System Owner must validate that the installer maintains the requisite credential status from CertainTeed in order for CertainTeed to have any obligations under this Workmanship Warranty. The System Owner should request the installer show their CertainTeed Master Solar Installer Certificate or call CertainTeed at 877-596-0471 to validate the installer's Master Solar Installer credential status.

PHOTOVOLTAIC MODULE 25-YEAR LINEAR PERFORMANCE WARRANTY

CertainTeed warrants that the actual power output of the PV module will amount to at least 97% of labeled power output during the first year of operation of the PV module; as of the second year of operation of the module, the effective power output will decline annually by no more than 0.7% for a period of 24 years, so that by the end of the 25th year of operation an actual power output of at least 80.2% of labeled power output will be achieved. All power output values are defined as measured by CertainTeed or an independent accredited third-party laboratory under Standard Test Conditions (STC); AM1.5 light spectrum, 1,000W/m² irradiance and 25°C cell temperature. In the event of a negative deviation of actual PV module performance from the so-called threshold values, CertainTeed will either supply you with replacement modules, which make it possible to maintain actual performance; carry out repair measures, which make it possible to achieve actual performance; or grant you financial compensation for the reduced performance of the PV module. During the initial (fifteen) 15 years of the warranty running time, CertainTeed will exclusively either offer to supply replacement modules, which make it possible to maintain actual performance; or to carry out repair measures, which make it possible to achieve such actual performance. After the expiry of 15 years of the warranty, CertainTeed may freely decide to grant financial compensation for the reduced performance.

TRANSFERABILITY

If the System Owner is the owner of the underlying property (the "Property Owner") upon which the PV System is installed and is the original owner of the PV System, this Limited Warranty is transferable only during the first ten (10) years after installation and may only be transferred to one subsequent System Owner within that time period. For all other System Owners, this Limited Warranty is fully transferable by the System Owner to subsequent System Owners and/or any financing party at any time during the applicable Warranty Years. However, in the event the Limited Warranty is transferred to the Property Owner, the transfer period will be limited to ten (10) years commencing on the date of transfer to the Property Owner or the remainder of the Warranty Years, whichever is less. Once the Limited Warranty is transferred to the Property Owner, the Limited Warranty may only be transferred to one subsequent System Owner. The warranty transfer is only effective if the new System Owner provides written notice of the transfer to CertainTeed within sixty (60) days from the transfer date. **Notice must be sent to CertainTeed Roofing Technical Services Department, 20 Moores Road, Malvern, PA 19355.**

LIMITATIONS

This Limited Warranty does not provide protection against and CertainTeed will have no liability for any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Lightning, hurricane, tornado, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Distortion, cracking or other failure or movement of the roof deck over which the CertainTeed Warranted Products are applied or of the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the structure after the original CertainTeed Warranted Products have been applied.

- Shading, stains or discoloration to the CertainTeed Warranted Products arising from outside sources such as, but not limited to, algae, fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the CertainTeed Warranted Products.
- Any equipment which has been operated beyond the minimum or maximum limits listed in the product specifications and/or CertainTeed's installation instructions.
- Any equipment whose original identification markings (i.e., labels or serial numbers) have been altered, defaced, or removed.
- Damage caused by the use of or connection to materials not provided by CertainTeed.
- Damage resulting from installation in unsuitable locations [as solely determined by CertainTeed] such as corrosive environments or locations with exposure to damaging chemicals.
- Cosmetic or superficial defects, dents, markings or scratches to finishes which do not influence the proper functioning of the CertainTeed Warranted Products.
- Damage caused by improper installation or installation not in accordance with CertainTeed's Installation Instructions.
- Damage to the CertainTeed Warranted Products caused by unapproved maintenance, repair or alteration to any of the CertainTeed Warranted Products and walking on or placement of objects on the surface of the CertainTeed Warranted Products.
- Vandalism or acts of war.
- Any other cause not a result of a manufacturing defect in the CertainTeed Warranted Products, solely with respect to the portion of this Limited Warranty that covers defects in the PV System and not with respect to the 25-Year Linear Performance Warranty.

CertainTeed reserves the right to discontinue or modify the CertainTeed Warranted Products or any of the components that are part of the PV System and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event that any replacement of a CertainTeed Warranted Product varies in comparison to the original CertainTeed Warranted Product(s) installed. If CertainTeed replaces any component of the CertainTeed Warranted Products under this Limited Warranty, it may substitute products designated by CertainTeed to be of comparable quality, price range or performance in the event the component initially installed has been discontinued or modified.

WHAT THE CUSTOMER MUST DO

If you believe any component of your PV System has a manufacturing or installation workmanship defect, you must promptly notify CertainTeed and provide proof of property ownership and the date of the PV System purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to permit a CertainTeed representative to access the roof, make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed and/or representatives of the Original Equipment Manufacturer or Third Party Supplier will evaluate each properly reported claim and will repair or replace the components used in conjunction with the PV System that are determined by CertainTeed/Original Equipment Manufacturer/Third Party Supplier to be defective, in accordance with the terms of the applicable warranty and within a reasonable amount of time.

For more details about submitting a warranty claim, visit www.ctroof.com or call 800-345-1145.

Please send all notifications and correspondence to: CertainTeed Corporation, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.

WARRANTY REGISTRATION REQUIRED

In order to qualify for warranty coverage, the PV System must be installed in strict accordance with CertainTeed's Installation Instructions by an installer with a current CertainTeed Master Solar Installer credential. The installer of the PV System must register by submitting the Solstice job-related information to CertainTeed within thirty (30) business days of the date of installation. A confirmation of the approved warranty registration will be sent to the installer and a Solstice warranty certificate will be sent to the System Owner within fifteen (15) business days of receipt.

LIMITED WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

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This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers, Third- Party Suppliers, financing parties, Original Equipment Manufacturers of components and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

This Limited Warranty is effective for Solstice Photovoltaic Systems installed on or after 8/1/2018.



CertainTeed Corporation

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20 Moores Road Malvern, Pa 19355 Professional: 800-233-8990 Consumer: 800-782-8777 certainteed.com

Exhibit Three

Notice of Cancellation

Date of Transaction 04 / 20 / 2021

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE 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 TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: COMPLETE SOLAR 3000 EXECUTIVE WAY, SUITE 504, SAN RAMON, CA 94538


I HEREBY CANCEL THIS TRANSACTION.

_____ DATE

Owner's Signature

Secondary Owner Signature

The undersigned hereby acknowledges receipt of two copies of the foregoing Notice of Cancellation.



Owner

04 / 20 / 2021

Date

Secondary Owner

Date

Exhibit Four

Mechanics Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their rights to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your Contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your Contractor of all the subcontractors and material suppliers that work on your project. Find out from your Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the Contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at <http://www.cslb.ca.gov> or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

TITLE	Rojas CA1 - Complete Solar - Solar Install Agreement...
FILE NAME	Complete Solar In...ev.02.11.2021.pdf
DOCUMENT ID	1628f17c5833bd621152d5ae2b731160804f8485
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

04 / 12 / 2021
 17:37:59 UTC-8

Sent for signature to Alberto Rojas (rojasfield@gmail.com) and Rob Scalfaro (rob@teslaenergy.solar) from rob@teslaenergy.solar
 IP: 98.192.1.209



VIEWED

04 / 20 / 2021
 11:38:46 UTC-8

Viewed by Alberto Rojas (rojasfield@gmail.com)
 IP: 75.6.164.150



SIGNED

04 / 20 / 2021
 11:57:29 UTC-8

Signed by Alberto Rojas (rojasfield@gmail.com)
 IP: 75.6.164.150



VIEWED

04 / 20 / 2021
 11:58:48 UTC-8

Viewed by Rob Scalfaro (rob@teslaenergy.solar)
 IP: 98.192.1.209



SIGNED

04 / 20 / 2021
 11:59:11 UTC-8

Signed by Rob Scalfaro (rob@teslaenergy.solar)
 IP: 98.192.1.209



COMPLETED

04 / 20 / 2021
 11:59:11 UTC-8

The document has been completed.