

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

Published March 2022



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).

Customers of PG&E, SCE, SDG&E, BVES, and PacifiCorp 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, Tagalog, Armenian, Portuguese, and Dari 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 NO (1/4)



What's Inside

Watch Out for False Claims	2
Know Your Rights	3
Ask Solar Providers These Initial Questions Before You Sign A Contract	4
STEP 1:	
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	19
STEP 7:	
Review Additional Resources	20
STEP 8:	
“Before You Sign” Checklist	22
STEP 9:	
Sign This Guide.....	23



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 [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).

To file a complaint against a financing company, visit [dfpi.ca.gov/file-a-complaint](https://www.dfpi.ca.gov/file-a-complaint).

Initial here if you understand this page *NC* (2/4)



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 customer of PG&E, SCE, SDG&E, BVES, or PacifiCorp, 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 (2752) or [cslb.ca.gov/consumers](https://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 [cslb.ca.gov/consumers/solar_smart](https://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. If you are 65 years of age or older, you have five days. 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 (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).



Initial here if you understand this page NO (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 [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers) or calling 800-321-CSLB (2752).

- CSLB License Number is: _____
- (If applicable) HIS Registration Number is: _____

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.

OK, I read these 4 pages. Now what?

1

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!

2

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

3

For **other important questions to ask a solar provider** before you sign a contract, go to page 10 of this guide.

4

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.

Initial here if you understand this page NO (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 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 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.

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: cpuc.ca.gov/solarindacs.



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.

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

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 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

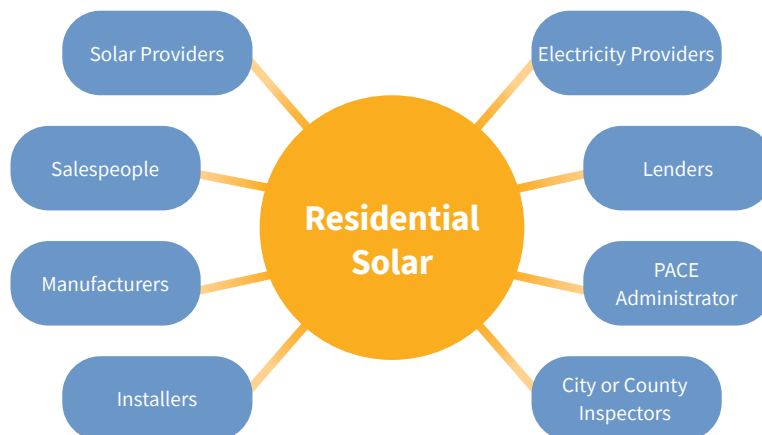
Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at dfpi.ca.gov/pace-program-administrators.

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 dfpi.ca.gov/pace-program-administrators.

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



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.

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.

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 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 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 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.

Visit the CPUC’s public list of non-compliant solar providers, which identifies contractors that have violated CPUC, CSLB, or DFPI regulations. This list is updated quarterly and can be found at cpuc.ca.gov/solarpubliclist.

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!



4

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	<p>Typically, greater return on investment.</p> <p>If you use a loan, little or no upfront costs.</p> <p>May increase value of home.</p> <p>You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.</p>	<p>You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.</p> <p>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.</p>
PACE Financing	<p>Little or no upfront costs.</p> <p>May have a longer repayment period than typical home improvement loan, which may be preferable.</p> <p>You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.</p>	<p>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.</p> <p>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.</p> <p>You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.</p>
Lease and PPA	<p>Little or no upfront costs.</p> <p>Solar provider is responsible for all monitoring, maintenance, and repairs.</p> <p>Minimum energy production often guaranteed.</p>	<p>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.</p> <p>Solar provider could go out of business during the contract period.</p>

A Closer Look at Purchasing Outright (with cash or loan)



You can purchase a solar system from a solar provider or manufacturer with a traditional loan, 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 2022, 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 2023 and then 0 percent for systems installed after 2023. 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 improvement.

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 dfpi.ca.gov/pace-program-administrators)

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

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?

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

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?

5

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.

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.

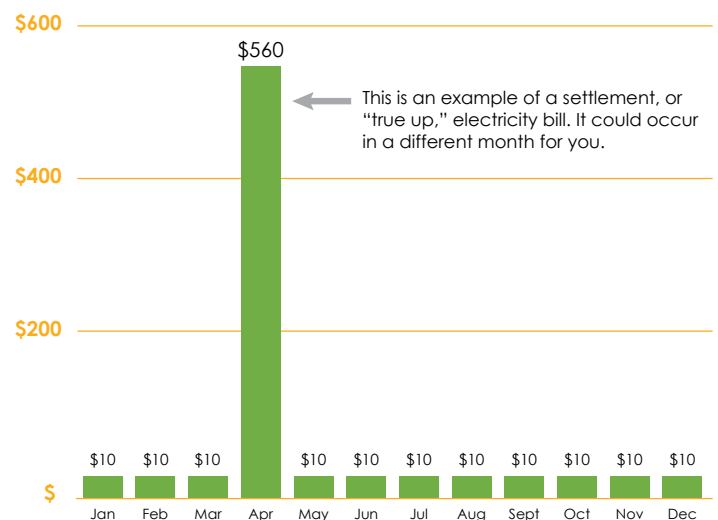
Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial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



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





Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC). If you purchase your solar system, you own any RECs created. If you enter a lease or PPA, ask your solar provider who will own the RECs, and check the contract fine print.

Solar system owners may sell the RECs they generate. System owners would need to qualify for the Western Renewable Energy Generation Information System (WREGIS), which issues and tracks RECs. Please visit the WREGIS FAQ at wecc.org/WREGIS/ for more information.



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 cpuc.ca.gov/sgip for more details on SGIP.

STEP 6:

Carefully Read All Paperwork

6

The Solar Energy System Disclosure Document

This document from the Contractors State License Board shows you the total costs for the proposed solar energy system as well as estimated electric bill savings using standardized inputs and assumptions. 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 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- or 5-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.

7

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: 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: 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: 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 gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: 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: cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx
- CSLB solar smart: cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: cslb.ca.gov/consumers/solar_smart



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

Department of Financial Protection and Innovation (DFPI)

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

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: 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: sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill
- SDG&E understanding your NEM statement: sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: 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): cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- ▶ CESA/George Washington University rooftop solar financing 101: 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: irecusa.org/consumer-protection/consumer-checklist
- ▶ CESA/George Washington University Choosing a Solar Installer: cesa.org/projects/sustainable-solar/videos



8

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, and review the standardized inputs and assumptions on the CSLB Solar Energy System Disclosure Document.

 - 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

March 2022

9

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

Please affirm each of statements below by checking the boxes. If a statement does not apply to you, write "N/A" in that statement's box.

- 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.
- 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.
- N/A The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, or Dari if they spoke to me in one of those languages.
- N/A 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.
- N/A 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.

By signing, I affirm that I have read and understand the California Solar Consumer Protection Guide. I also affirm that information from my solar contract, interconnection application, CSLB Solar Disclosure Form, and/or financing agreement may be reviewed by state regulators to ensure compliance with California's solar consumer protection laws.

NESTOR ORTEGA VILLEGAS

04/03/2025

Customer Printed Name

Date

NESTOR ORTEGA VILLEGAS

d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d348

Customer Signature

continued on page 24

STEP 9: Sign This Guide *continued from page 23*

Solar Provider

Please affirm each of statements below by checking the boxes.

- The customer initialed the first 4 pages of the guide.
- 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.
- The sales presentation to this customer was principally conducted in this language: English

<u>Teresa Sauvie</u>	<u>04/03/2025</u>
Company Representative Name/Title	Date
<i>Teresa Sauvie</i>	<u>888-445-3020</u>
<small>1a09d809f32d565ba4f718217c5ab3e9961ac6917f27e89488</small>	888-445-3020
Company Representative Signature	Company Phone
<u>MY SMART HOUSE LLC</u>	<u>brenna@my-smarthouse.com</u>
<small>My Smart House</small>	info@my-smarthouse.com
Company Name	Company Email
<u>1095569</u>	<u>C-1095569</u>
1095569	
Company CSLB License Number	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 contract 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: \$ 31,000.00.

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.

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 website at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

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

Phone: 888-445-3020

Email:

,

MY SMART HOUSE PURCHASE AND INSTALLATION
AGREEMENT
(Home Improvement)

CONTRACTOR:
My Smart House LLC.
39809 Avenida Acacias Suite D
Murrieta, CA 92563
Phone: 888-445-3020
Email:

OWNER: NESTOR ORTEGA VILLEGAS
ADDRESS: 28030 Dawns Pass Dr Menifee, CA 92585
EMAIL: nestoro@gmail.com
PHONE: (858) 666-5212

Contractor License Number: 1095569
SALES REP: Teresa Sauvie
HIS or HER License Number: 123332

JOB SITE: 28030 Dawns Pass Dr Menifee, CA 92585

Date Agreement signed by Owner: April 3, 2025

Date Owner received fully signed Agreement: 04/03/2025

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 Project and Description of the Significant Materials to be Used and Equipment to be Installed in performance of the Agreement (the "Work").

(a) A 3.08 kW (STC/DC) photovoltaic system ("System") shall be installed at the above address. The exact installation location is: **Roof** **Other (describe):** _____.

(b) As designed, this System expects to produce 4377 Kilowatt hours of power in the first year and offset approximately 112.2 % of Owner's estimated historical electricity usage (based upon utility bills provided by Owner), which was 3899 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 twelve (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 photovoltaic system, as designed, this battery storage system will contain a storage enabled inverter/charger capable of providing power dependent upon the current state of battery charge. The battery will draw its charge from the photovoltaic 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.

NO (Owner's initials)

(d) Major System components & locations:

- i. Solar Module: Aptos Solar: DNA-120-BF10-440W DNA-120-BF10-440W
- ii. Inverter Type: Enphase: Enphase: IQ8PLUS-72-2-US Enphase: IQ8PLUS-72-2-US
- iii. Storage: EG4: EG4 14.3kWh Battery
- iv. If required by your local jurisdiction, an AC Disconnect is located within two (2) feet of the electricity meter and at least three (3) feet off the ground.
- v. Other standard materials include racking and mounting components, wiring, conduit, and over-current protections, roofing sealant, and/or flashing, as needed.

(di) Other Products and/or Services to be Included:

Customer Concierge Fee, EG4: EG4 14.3kWh Battery
--

3. CONTRACT PRICE

The total purchase price (which excludes any financing costs) is \$ 31,000.00 (“Purchase Price”). Of this amount Owner is seeking to finance \$ 31,000.00 . Owner shall pay the remaining amount of the Purchase Price (\$ 0.00) 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: 0.00

THE DOWN PAYMENT MAY NOT EXCEED ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) OR TEN PERCENT (10%) OF THE PURCHASE PRICE, WHICHEVER IS LESS.

5. SCHEDULE OF PROGRESS PAYMENTS

Invoice 1: of the Purchase Price (less the deposit) is due upon the date that the design and engineering work is completed and the permit obtained.

Invoice 2: 65% of the Purchase Price is due upon the delivery of the solar panels less deposit and invoice no. 1.

Invoice 3: 30% of the Purchase Price is due when the solar panels are installed.

NO (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. RELEASE FROM LIEN CLAIMANT CLAIM OR MECHANICS LIEN

Upon satisfactory payment being made for any portion of the Work performed, Contractor, prior to any further payment being made, shall furnish to the Owner a full and unconditional release from any potential lien claimant claim or mechanics lien for that portion of the Work for which payment has been made.

7. CANCELLATION FEE

If the Owner terminates or cancels this Agreement after the buyer's right to cancel (defined on page one above) and prior to Project completion, the Owner will be charged a cancellation fee ("Cancellation Fee") based on when the notice of cancellation is received by the Contractor at the Contractor's address first written above. Owner agrees to pay the Cancellation Fee within ten (10) days of the cancellation date. The Cancellation Fee is as follows:

- i) Cancellation is received after the permit is obtained:
- ii) Cancellation is received after Contractor issues Invoice 1: 65% of the Contract Price.
- iii) Cancellation is received after Contractor issues Invoice 2: 95% of the Contract Price.

8. TAX CREDIT

For Systems installed before 2033, and subject to federal laws at the time of installation, Owner may be eligible for a Federal Tax Credit of up to thirty percent (30%) 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.

_____*NO*_____ (Owner's initials)

9. UTILITY INTERCONNECTION

Contractor will arrange utility interconnection, and prepare related paperwork, at no cost to Owner.

10. SCHEDULE

APPROXIMATE START DATE. 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.

APPROXIMATE COMPLETION DATE. 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.)

11. 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 eighteen percent (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.

Owner hereby grants Contractor a security interest in the System until the Purchase Agreement is fully paid. Also, until the Purchase Agreement is fully paid, the Contractor may file a UCC1 Financing Statement with the California Secretary of State or locally in the county in which the Work is performed. The UCC1 is a public filing providing notice that Contractor has a security interest in the System.

12. LIST OF DOCUMENTS INCORPORATED INTO THIS AGREEMENT

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

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.

13. ADDENDA AND EXHIBITS

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.

14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

15. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor carries commercial general liability insurance written by State Farm General Insurance Company. You may call State Farm General Insurance Company at 951-501-1000 to check on the contractor's insurance coverage or security.

16. NOTICE OF WORKERS' COMPENSATION INSURANCE

Contractor carries workers' compensation insurance for all employees.

17. 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.

18. COMPLETE AGREEMENT

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.

19. BOND

In a Home Improvement Agreement, Owner 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).

NESTOR ORTEGA VILLEGAS

d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d348

Owner Signature

NESTOR ORTEGA VILLEGAS

Owner Print Name

Date: April 3, 2025

Secondary Signature

Secondary Owner Print Name

Date: _____

Contractor Signature

Contractor License Number: 1095569

Director of Sales Operations

Name / Title

Date: 04/03/2025

Teressa Sauvie

Salesperson Name

ADDENDUM A

Additional Terms & Conditions

Unless addressed in Addendum B, the following Terms and Conditions shall be applicable in all states:

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.

additional survey work and will be wholly responsible for the cost of performing the survey.
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 Three).
3. **Battery Systems.** Owner will ensure, if a battery system is installed the 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
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). 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 (including but not limited to epidemic, quarantine, flood, earthquake, wind, hurricane or other inclement weather); acts (or lack of action) by Owner or Owner's agent; unforeseen conditions, labor trouble; acts of public utilities or public bodies (including but not limited to changes in laws, proclamations, acts, regulations, ordinances, demands or requirements of any governmental authority); third party plan check; increases/changes in scope or extra work; direction by inspector(s); community plan review committees; failure of Owner or financing company to make progress payments promptly; lack of or failure of or other inability to obtain necessary transportation, fuel, power, materials, machinery, equipment, or facilities; explosions, accidents, sabotage, revolution or insurrection, acts of war, acts of terrorism, civil commotion, blockade, or embargo; or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor (collectively "Force Majeure Event"). Any delay that is not the responsibility of Contractor shall extend the Approximate 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 pay 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. Similarly, if within ninety (90) days of completion of installation, the necessary inspections and rebate process cannot be completed through no fault of Contractor or due to actions or inactions of Owner, Owner agrees to pay Contractor the rebate amount. Owner represents there are no laws, covenants, or other conditions that prohibits the installation of the materials and equipment installed.
- 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 a minimum of \$2,000,000 of commercial general liability insurance written by Goode Insurance & Financial Services Inc. A copy of the Certificate of Insurance confirming the existence of this coverage is attached to this Agreement as Exhibit Four. Owner may call Kristina Stroman at 951-501-1000 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, duties, or obligations hereunder shall be assigned or delegated 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 or delegation 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 party affected by the Force Majeure Event (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. The contractor should repair any water damaged caused by the solar installation done by My Smart House during the installation warranty period. Timely notification shall be no more than seventy-two (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. This warranty is through My Smart House LLC and does not transfer to lender of record.
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. Except as otherwise expressly set forth in Addendum B, this Agreement shall be governed by the laws of the State of California, without regard to conflicts of law principles which would require application of the laws of any other state, and venue shall be in the state and federal courts situated in Contra Costa County, California. 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 materialman 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. Ownership of Home.** By signing this Agreement, 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.
- 29. 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.
- 30. Attorneys' 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. For these purposes, "prevailing party" shall mean the party who is seeking money damages recovers a judgment or award of not less than 70% of the amount of its claim (not including interest or attorneys' fees). If that party does not recover at least that amount, the opposing party shall be the "prevailing party" and would therefore be entitled to recover its attorney's fees and costs incurred in the proceedings.
- 31. 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 and full payment is received by Contractor from Owner. 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.
- 32. 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.
- 33. SREC.** Any Solar Renewable Energy Certificates ("SREC") will remain the property of Owner.
- 34. Mediation and arbitration of all disputes.** The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation as a condition precedent to arbitration rather than through the courts. **The parties agree** all disputes pursued against the other will be solely on an individual basis.

To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other (“Class Action Waiver”). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity’s Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 34 a “Claim” shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with the California Arbitration Act (“CAA”) and the Federal Arbitration Act (“FAA”), with the CAA controlling, to the extent the CAA does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys’ fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of California law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and

severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO
(Owner’s initials & “ACCEPT”)

- 35. 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, each party has carefully read

ADDENDUM B

State Specific Terms & Conditions

The following Terms and Conditions shall be applicable for the specific state indicated below and shall supersede any conflicting terms or provisions in Addendum A – Additional Terms and Conditions:

Arizona

1. Consumer Protection Complaint. Notice: Owner may file a complaint online with the Consumer Protection Division at [File a Consumer Complaint | Arizona Attorney General \(azag.gov\)](#).

You can call the Consumer Protection Division at (602) 542-5763 (Phoenix), (520) 628-6648 (Tucson), or toll-free outside of metro Phoenix, (800) 352-8431 to request that a complaint form be mailed to you or you can call your county or municipal consumer affairs office for a complaint form.

California

1. 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

Colorado

1. 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. Except as otherwise expressly set forth herein, this Agreement shall be governed by the laws of the State of Colorado.

2. Division of Professions and Occupations. Contact DPO for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to DPO.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), DPO has authority to investigate the complaint. If you use an unlicensed contractor, DPO 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 <https://dpo.colorado.gov/FileComplaint>

Idaho

1. 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 Idaho. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

2. Notice – Consumer Affairs. The State of Idaho Department of Consumer Protection is the state consumer protection agency that licenses and regulates Solar contractors.

Contact the Division of Consumer Protection for information about the licensed contractor you are

considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported.

Use only licensed contractors. If you file a complaint against a licensed contractor, the Division of Consumer Protection has authority to investigate the complaint.

For more information:

Visit Division of Consumer Protection's Internet Web site at: <https://www.ag.idaho.gov/Call>: 209-334-2400
Write: P.O. 83720, Boise, ID 83720

3. Mediation and Arbitration of All Disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other ("Class Action Waiver"). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity's Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 3 a "Claim" shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with the Idaho Uniform Arbitration Act ("IUAA") and the Federal Arbitration Act ("FAA"), with the IUAA controlling, to the extent the IUAA does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys' fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of Idaho law,

rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party's ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

NO
(Owner's initials)

Florida

1. 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. Except as otherwise expressly set forth herein, this Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law principles which would require application of the laws of any other state, and venue shall be in the state and federal courts situated in Florida. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

2. Notice – Consumer Affairs. To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the following:

State of Florida Department of Business and Professional Regulation Division of Regulation/Compliance Consumer Services (DBPR) Website:

<http://www.myfloridalicense.com/DBPR/file-a-complaint/>

Phone: (850) 487-1395

Mail: 2601 Blair Stone Road Tallahassee, FL 32399 – 0782

3. CILB. Florida law requires contractors to register with the Construction Industry Licensing Board (CILB). It is unlawful for a person to engage in business as a contractor in Florida without certification by the (CILB) as a contractor in the category with respect to which the member is appointed.

To verify that a contractor you are considering hiring is registered, you may reach out to:

<http://www.myfloridalicense.com/DBPR/construction-industry/>

4. Mediation and Arbitration of All Disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other (“Class Action Waiver”). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity’s Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 4 a “Claim” shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in

accordance with the Revised Florida Arbitration Act (“RFAA”) and the Federal Arbitration Act (“FAA”), with the RFAA controlling, to the extent the RFAA does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys’ fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of Florida law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO
(Owner’s initials)

Georgia

1. 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 Georgia without regard to conflicts of law principles which would require application of the laws of any other state, and venue shall be in the state and federal courts situated in county where the Owner resides. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

2. Notice – Consumer Affairs. If Owner has any inquiries or complaints that Contractor is unable to resolve, you have the right to call the GEORGIA DEPARTMENT OF LAW, CONSUMER PROTECTION DIVISION at 404-651-8600 or 1-800-869-1123

<http://consumer.georgia.gov/consumer-services/filing-a-complaint>.

By signing this document, Owner certifies that they are the owner of the home or property on which or at which the solar system is being installed. In addition, Owner agrees to accept ownership and/or license of solar panels and other materials upon their deliver 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.

3. Mediation and arbitration of all disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other (“Class Action Waiver”). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity’s Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 3 a “Claim” shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with the Georgia Arbitration Code (“GAC”) and the Federal Arbitration Act (“FAA”), with the GAC controlling, to the extent the GAC does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys’ fees, if any. It

is agreed that arbitrators shall arrive at a decision based only on the application of Georgia law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO
(Owner’s initials)

Illinois

1. Consumer Protection Complaint. Notice: Owner may file a complaint online with the Consumer Protection Division at [Illinois Attorney General Home Page \(ilag.gov\)](http://Illinois Attorney General Home Page (ilag.gov)).

You can call the Consumer Protection Division at 1-800-386-5438 for Chicago, 1-800-243-0618 for Springfield, or 1-800-243-0607 for Carbondale to request that a complaint form be mailed to you or you can call your county or municipal consumer affairs office for a complaint form.

Maryland

1. Notice – Consumer Affairs. If Owner has any inquiries or complaints that Contractor is unable to resolve, you have the right to contact the Home Improvement Commission at DLOPLMHIC-LABOR@maryland.gov or by calling 410-230-6309 or 1-888-218-5925 (toll free). By signing this document, Owner certifies that they are

the owner of the home or property on which or at which the solar system is being installed. In addition, Owner agrees to accept ownership and/or license of solar panels and other materials upon their deliver 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.

Massachusetts

1. Notice – Owner may file a complaint online with Consumer Affairs at <https://www.mass.gov/how-to/file-a-consumer-complaint>. You can call Consumer Affairs at 1-619-727-8400 to request that a complaint from be mailed to you or you can call your county or municipal consumer affairs office for a complaint form.

2. Mediation and arbitration of Disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other (“Class Action Waiver”). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity’s Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 2 a “Claim” shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with a private arbitration services program approved by the Massachusetts director of consumer affairs and business regulation pursuant to Mass. Gen. Laws Ann. ch. 142A, § 4. Costs incurred for these services shall be split equally between the

parties, but each party shall pay its own attorneys’ fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of Georgia law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

Notice – By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration as provided by Massachusetts law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitration after, agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO (Owner’s initials)

New Jersey

1. Consumer Affairs Complaint. Notice: Owner may file a complaint online with Consumer Affairs at www.njconsumeraffairs.gov/Pages/ConsumerComplaints.aspx.

You can call Consumer Affairs at 1-973-504-6200 to request that a complaint from be mailed to you or you can call your county or municipal consumer affairs office for a complaint form.

New York

1. Notice – Consumer Affairs. If Owner has any inquiries or complaints that Contractor is unable to

resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377.

Owner may file a complaint on the Helpline or by following the instructions at:

www.dps.ny.gov/complaints.html.

North Carolina

1. 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 <https://www.nclbnc.org/>

South Carolina

1. Notice – Consumer Affairs. If Owner has any inquiries or complaints that Contractor is unable to resolve, you have the right to call the SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS at 1-803-734-4200 <https://applications.sc.gov/DCAComplaintSystem/Login/ConsumerLogin.aspx>. By signing this document, Owner certifies that they are the owner of the home or property on which or at which the solar system is being installed. In addition, Owner agrees to accept ownership and/or license of solar panels and other materials upon their deliver 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.

Texas

1. Notices, Governing Law, and Severability. Any notices required by this Agreement may be sent to either party at the addresses set forth on page four of this Agreement. Except as otherwise expressly set forth herein, this Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles which would require application of the laws of any other state, and venue shall be in the state and federal courts situated in Texas. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

2. Notice – Consumer Affairs. If Owner has any inquiries or complaints that Contractor is unable to resolve, you have the right to call the Texas Attorney General's Consumer Protection at 1-800-621-0508.

Owner may file a complaint on the Helpline or by following the instructions at:

<https://www.texasattorneygeneral.gov/consumer-protection/file-consumer-complaint>

3. Mediation and Arbitration of All Disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other ("Class Action Waiver"). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity's Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 3 a "Claim" shall include claims, counterclaims, crossclaims, and third-party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements

cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with the Texas Arbitration Act (“TAA”) and the Federal Arbitration Act (“FAA”), with the TAA controlling, to the extent the TAA does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys’ fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of Texas law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO
(Owner’s initials)

Utah

1. Notice – The Utah Department of Commerce Division of Consumer Protection is the state consumer protection agency that licenses and regulates Solar contractors.

Contact the Division of Consumer Protection for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline

(usually four years), the Division of Consumer Protection has authority to investigate the complaint. For more information:

Visit Division of Consumer Protection’s Internet Web site at <https://consumerprotection.utah.gov/>
Call: (800) 721-7233
Write: PO Box 146704
Salt Lake City, UT 84114-6704

Virginia

1. 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. Except as otherwise expressly set forth herein, this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law principles which would require application of the laws of any other state, and venue shall be in the state and federal courts situated in the Commonwealth of VA. If any portion of this Agreement is found invalid or unenforceable by any court, the remaining provisions shall remain in force.

2. 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 <https://www.dpor.virginia.gov/Report-Licensee>

Call CSLB at 804-367*8504

Write CSLB at Department of Professional and Occupational Regulation Compliance and Investigations Division The Perimeter Center Suite 400 9960 Mayland Drive Richmond, Virginia 23233.

3. Mediation and Arbitration of All Disputes. The parties hereto understand and agree that private mediation and arbitration of any dispute between them arising out of this agreement is a fair and efficient process. Accordingly, both parties agree that any dispute or disagreement between them will be resolved through private mediation and arbitration rather than through the courts. The parties agree all disputes pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, the parties hereby each waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other (“Class Action Waiver”). The parties agree that any dispute between them shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity’s Claim, except as otherwise agreed to in writing by the parties. For purposes of this Paragraph 3 a “Claim” shall include claims, counterclaims, crossclaims, and third party claims, of any nature. If disputes or disagreements cannot be resolved between them, the parties agree that they will first proceed to mediation through a neutral third-party provider, such as JAMS or comparable service. If disputes or disagreements cannot be resolved between them, the parties agree to binding arbitration by such a neutral third party in accordance with the Virginia Uniform Arbitration Act (“VUAA”) and the Federal Arbitration Act (“FAA”), with the VUAA controlling, to the extent the VUAA

does not conflict with the FAA. Costs incurred for these services shall be split equally between the parties, but each party shall pay its own attorneys’ fees, if any. It is agreed that arbitrators shall arrive at a decision based only on the application of Virginia law, rules of procedure, and rules of evidence. The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable, or in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration. If the Class Action Waiver is deemed to be unenforceable, the parties agree that this Agreement is otherwise silent as to any party’s ability to bring a class action in arbitration.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Arbitration of Disputes” provision decided by neutral mediation and arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the “Arbitration of Disputes” provision to neutral arbitration.

NO
(Owner’s initials)

EXHIBIT ONE

NOTICE OF CANCELLATION

Date of Transaction: 04/03/2025

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: MY SMART HOUSE LLC 39809 AVENIDA ACACIAS SUITE D MURRIETA,CA 92563.

I HEREBY CANCEL THIS TRANSACTION.

_____ **DATE**

OWNER'S SIGNATURE

SECONDARY OWNER'S SIGNATURE

COPY

NOTICE OF CANCELLATION

Date of Transaction: 04/03/2025

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: MY SMART HOUSE LLC 39809 AVENIDA ACACIAS SUITE D MURRIETA,CA 92563.

I HEREBY CANCEL THIS TRANSACTION.

_____ DATE

OWNER'S SIGNATURE

SECONDARY OWNER'S SIGNATURE

The undersigned hereby acknowledges receipt of two copies of the foregoing **NOTICE OF CANCELLATION**.

NESTOR ORTEGA VILLEGAS
d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d348

Owner

April 3, 2025

Date

Secondary Owner

Date

Exhibit Two

Warranties

My Smart House 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 premier servicer. Should any issues arise with your system? We will restore your full energy production as quickly as possible.

My Smart House has complete confidence in the high-quality equipment used in our solar system, as well as in the work performed during the installation. We are pleased to offer in industrial leading 10-year, full-service warranty on all workmanship related to 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. My Smart House only works with Tier -1 suppliers and equipment manufacturers.

Furthermore, we provide a 10-year, leakproof roof, guarantee against any leaks resulting from the installation of your solar system. This warranty is through My smart House LLC and does not transfer to lender of record.

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

Best,

Carl Vizzi, CEO

CERTIFICATE OF LIMITED WARRANTY

10-Year Full Service & Manufacturers Warranties

My Smart House believes that long term relationships are the cornerstone of our business, and we work hard to exceed our Homeowners expectations. We go to great lengths to prevent problems from recurring 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!

MY SMART HOUSE IS LIMITED WORKMANSHIP WARRANTY

1. This 10 - year workmanship warranty applies to systems installed by My Smart House and includes all parts and labor for workmanship errors associated with repairing the system. My Smart House will investigate requests for service as soon as possible and report findings to the homeowner. My smart house will repair or replace (at My Smart House'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 authority having jurisdiction . Should homeowner make a warranty claim issue that is determined not to be related to My Smart House's workmanship, Homeowner shall pay My Smart House a flat fee of \$200.00 to cover the cost of the inspection .
2. The warranty also covers Owner ' s roof against leaks, resulting from the solar panel installation for a period of 10 - years from Final Inspection Approval . This warranty is through My smart House LLC and does not transfer to lender of record. My Smart House installations adhere to the highest industry standard for waterproofing in durability to ensure a clean and leak free installation. Owner agrees to contact My Smart House at the first sign of a roof leak. My Smart House will analyze the problem and determine the cause and report all in formation to the Homeowner. My Smart House shall not be liable for any damages resulting from the Home owners 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 to avoid further damage. If My Smart House finds the intrusion resulted from the insulation, we will then perform the necessary repairs needed to fix the leak. The Owner must cooperate and communicate with My Smart House with respect to any and all warranty claims and provide My Smart House with necessary access to the property and warranty items or the warranty is null and void. Should Owner make a warranty claim for a roof leak issue that is determined not to be related to My Smart House's solar installation , owner shall pay My Smart House a flat fee of \$200.00 to cover the cost 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, etcetera) or damage due to rodents, birds, debris collection, damage caused by third parties and actions or inactions by the homeowner. The warranty becomes void if the system is maintained or repaired by another third party other than My Smart House. This warranty does not contemplate or in any way impose a duty on My Smart House to provide pest control services, devices, or improvement materials designed to prevent or remove pests (such as pigeons, rodents, insects, etcetera) from solar arrays. This exclusive remedy under the limited workmanship warranty is repair or replace of equipment (at My Smart House's sole discretion).
4. My smart house grants you (the end user who 1st 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. Owner or Owner's assignee shall notify My Smart House 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 original location of installation the warranty is void.

MANUFACTURERS PRODUCT WARRANTY

Manufacture 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.

Exhibit Three
Change Order Form

CHANGE ORDER No. _____

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

Between Owner, _____, and Contractor, My Smart House, License No. 1095569, for Solar Purchase and Installation Agreement.

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

Print Owner Name

Name / Title

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Victoria Bauders PHONE (A/C, No, Ext): (951) 779-8502 FAX (A/C, No): E-MAIL ADDRESS: victoria.bauders@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED MY SMART HOUSE LLC 39809 AVENIDA ACACIAS SUITE D Murrieta, CA 92563	INSURER A : Certain Underwriters at Lloyds	
	INSURER B : Underwriters at Lloyd's London	
	INSURER C : National Casualty Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

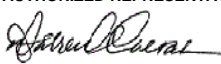
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENC0011426-01	6/4/2024	6/4/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			ENX0011427-01	6/4/2024	6/4/2025	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WCC340076A	5/28/2024	5/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabi			ENC0011426-01	6/4/2024	6/4/2025	Per Occurrence 1,000,000
A	Professional Liab			ENC0011426-01	6/4/2024	6/4/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability / Effective 06/04/2024-2025 / Policy #ENC0011426-01/ Limits: \$1M Per Occurrence / \$2M Aggregate

RE: License # 1095569

CERTIFICATE HOLDER *Contractors State License Board Workers Compensation Unit P O Box 26000 Sacramento, CA 95826	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Exhibit

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.



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 85399-E
Cancelling Revised Cal. PUC Sheet No. 61965-E

Sheet 1

SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY (T)
10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

Form 14-923

(To be inserted by utility)

Advice 4962-E-A

Decision _____

105

Issued by
Micheal Backstrom
Vice President

(To be inserted by Cal. PUC)

Date Submitted Mar 22, 2023

Effective Mar 1, 2023

Resolution _____



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

This Net Billing Tariff (NBT) or Net Energy Metering (NEM) Solar and Wind Generating Facility 10 Kilowatt or (T)
Less Interconnection Agreement (“Agreement”) is entered into by and between
NESTOR ORTEGA VILLEGAS (“Customer”) and Southern California Edison Company (“SCE”),
sometimes also referred to herein jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to Customers operating a solar or wind Generating Facility sized (T)
10 kilowatts (kW) or less who satisfy all requirements of the definition of a Renewable Electrical
Generating Facility (“Generating Facility”) as set forth in paragraph 1 of subdivision (a) of Section
25741 of the California Public Resources Code and all conditions and requirements as specified in
Schedule NEM Schedule NEM-ST or Schedule NBT. (T)

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1 Generating Facility Identification Number: _____

2.2 Customer Meter Number: _____

2.3 Customer Service Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location: 28030 Dawns Pass Dr Menifee, CA 92585

2.5.1 This agreement is applicable only to the Generating Facility described below and (T)
installed at the above location. The Generating Facility may not be relocated or
connected to SCE’s system at any other location without SCE’s express written
permission.

2.5.2 This agreement is applicable only to solar and/or wind Generating Facilities, or a
hybrid system of both with an aggregate capacity of 10 kW or less that is located on
Customer’s premises as defined in SCE’s Electric Rule 1 Definitions and operates in
parallel with SCE’s Distribution System

2.6 Generating Facility Nameplate Rating (kW): _____

2.7 Generating Facility CEC-AC Rating or Equivalent (kW): _____

2.8 Estimated annual energy production of Generating Facility (kWh): 4377 (T)

2.9 Existing service total annual (most recent 12 months) usage (kWh) 3899 (N)

3. NBT Generating Facility Size Attestation for Existing Service (N)

3.1 The Generating Facility should be sized such that the total annual output in kWh is primarily |
used to offset the customer’s own annual electrical requirements. For a customer with a SCE |
account that has 12 or more months of billing history, the most recent 12 months usage is |
used to determine the estimated size of the Generating Facility. Should the customer elect to |
oversize their Generating Facility (as compared to the 12-month usage history), the following |
attestation is required when seeking service under Schedule NBT: (N)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

3.2 By initialing each line in the section below, I attest to the following: (N)

NO The Generating Facility is oversized to meet my expected increased future electrical usage (i.e., increased usage resulting from an electric vehicle or other electrical appliances to support electrification).

NO The Generating Facility's estimated annual production in kWh is no larger than 150 percent of my most recent 12 months of total usage.

NO I expect to increase my electrical usage to correspond with the size of my Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).

NO I have recently increased my electrical usage and my Generating Facility's estimated annual production in kWh is no larger than 150 percent of my current projected electrical usage over 12 months. This means that additional electrical usage is planned so that my Generating Facility's annual kWh production is not expected to exceed 150 percent of my current usage projected over the first 12 months after PTO. (N)

NO I understand that SCE reserves the right to further validate that the Generating Facility is sized in accordance with Schedule NBT. (N)

4. **NBT Generating Facility Size Attestation for New service or Customers with Less than 12-Month of Usage History**

4.1 The Generating Facility should be sized such that the total annual output in kWh is primarily used to offset the customer's own annual electrical requirements. For a new customer, or a customer with less than 12 months of billing history, the following attestation is required when seeking service under Schedule NBT:

4.2 By initialing each line in the section below, I attest to the following:

NO The Generating Facility is sized to meet expected my future electrical usage.

NO I expect that my electrical usage will correspond to the size of the Generating Facility within the next year (12 months after receiving Permission to Operate (PTO)).

NO I understand that SCE reserves the right to further validate that the Generating Facility is sized in accordance with Schedule NBT. (N)

5. **Equity Customers (Residential Only)** (N)

To qualify as an Equity customer, Customers must attest to the following:

By initialing each line below, I attest that:

_____ The single-family home listed under 2.5 of this agreement has been validated at [SB 535 Disadvantaged Communities | OEHHA \(ca.gov\)](#) and is confirmed to be located within a disadvantaged community and/ or California Indian Country. (Required for this section)

_____ I am the resident-owner of the single-family home in a disadvantaged community (as defined in Decision (D.) 18-06-027).

And/ Or

_____ I am the residential customer who lives in California Indian Country (as defined in D. 20-12-003). (N)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

- 6. METERING AND BILLING:** (T)
- 6.1 Metering requirements and billing procedures shall be set forth in SCE's, Electric Service Provider's, Community Choice Aggregator's and/or Community Aggregator's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected. (T)
- (D)
- 7. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:** (T)
- 7.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits. (T)
- 7.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21 – Generating Facility Interconnections. (T)
- 7.3 For Customers interconnecting a Generating Facility under the provisions of Schedule NBT or NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may also be used for technologies eligible for the SGIP. (T)
- 7.4 For Customers interconnecting a solar Generating Facility under the provisions of Schedule NBT or Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NBT or NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL"). (T)
- 7.5 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of (1) a completed Net Billing Tariff or Net Energy Metering Application including all supporting documents and required payments, (2) a completed signed Net Billing Tariff or Net Energy Metering Interconnection Agreement, and (3) evidence of the Application's final electric inspection clearance from the Local Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date. (T)
- 7.6 SCE shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. (T)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

7.7 Customer shall not add generation capacity in excess of the ratings set forth in Sections 2.6 and 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE. (T)

7.8 Customers interconnecting inverter-based Generating Facilities are required to comply with the requirements of Section L.2-L.4 and Section L.7 of SCE's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SCE in accordance with SCE's Electric Rule 21. (T)

8. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES: (T)

8.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances: (T)

(a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

8.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected. (T)

8.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. (T)

8.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected. (T)

9. ACCESS TO PREMISES: (T)

SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only.

(a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or

(b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

10. INDEMNITY AND LIABILITY: (T)

- 10.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct. (T)
- 10.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity. (T)
- 10.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy. (T)
- 10.4 Except as otherwise provided in Section 9.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party. (T)
- 10.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it. (T)
- 10.6 Notwithstanding the provisions of Section 9.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused. (T)

11. GOVERNING LAW: (T)

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

12. CALIFORNIA PUBLIC UTILITIES COMMISSION: (T)

- 12.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. (T)
- 12.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto. (T)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

13. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT: (T)

13.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them. (T)

13.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect. (T)

13.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective. (T)

13.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement. (T)

13.5 A new Customer of Record or New Party In (“NPI”) who owns, leases, or rents a premises with an operating NBT or NEM Generating Facility, previously approved by SCE for Parallel Operation, does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NBT, Schedule NEM Schedule NEM-ST, as applicable. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement. (T)
(T)

A new Customer of Record or NPI, who owns, rents or leases a premises that includes a NBT or NEM Generating Facility with a capacity of 30 kW or less, that was approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM, Schedule NEM-ST or Schedule NBT, as applicable, as long as the requirements of this section are met. To be eligible, the new Customer or NPI must (1) ensure that the Generating Facility is compliant with all applicable safety and performance standards as delineated in SCE’s Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; (2) keep in force the amount of property, commercial general liability and/or personal liability insurance the NPI or new Customer has in place at the time it initiates service on this tariff; (3) understand that SCE may from time to time release to the CEC and/or the Commission information regarding the new Customer or NPI’s Generating Facility, including NPI or new Customer’s name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with (i) a copy of the interconnection agreement in effect Solar Billing Plan Fact Sheet on operation and billing, and (iii) SCE’s website information on the NBT, NEM or NEM-ST tariffs. (T)
(T)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

14. NOTICES: (T)

14.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows: (T)

SOUTHERN CALIFORNIA EDISON COMPANY:
Attn: NBT Program Administrator (T)
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:
Account Name: NESTOR ORTEGA VILLEGAS
Mailing Address: 28030 Dawns Pass Dr
Mailing City: Menifee Mailing State: CA
Mailing Zip Code: 92585

13.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1 (T)

15. TERM AND TERMINATION OF AGREEMENT: (T)

15.1 This Agreement shall become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, and this completed Agreement, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 14. (T)

15.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Sections 2827(b)(4) or 2827.1(a) of the California Public Utilities Code; or (c) termination of Customer's NBT or NEM arrangements with its Electric Service Provider, Community Choice Aggregator or Community Aggregator. (T)

16. TRANSITION PROVISIONS: (T)

16.1 Customers receiving service on Schedule NEM, or who have submitted all documentation necessary for receiving service on Schedule NEM, prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in Schedule NEM. (T)

16.2 Customers receiving service on Schedule NEM-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-ST, are subject to the transition provisions as outlined in Schedule NEM-ST. (T)

16.3 Customers receiving service on Schedule NBT, or who submit application on or after April 15, 2023 are subject to the transition provisions as outlined in Schedule NBT. (N)



SOUTHERN CALIFORNIA EDISON COMPANY
NET BILLING TARIFF or NET ENERGY METERING SOLAR AND WIND (T)
GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION
AGREEMENT

17. REQUIRED DISCLOSURE

(P)(T)

This Agreement is subject to SCE's Rule 21 protocols, including the Confidentiality provisions (Section D.7) and the Required Disclosure (Section D.7.d). As a condition of interconnection, pursuant to the Commission Decisions (D.)14-11-001 and D.21-06-026, SCE is required to provide certain data, including, but not limited to, confidential customer information, to the CPUC, its contractors, the California Department of Consumer Affairs Contractors State License Board, and the California Department of Financial Protection & Innovation. Customer authorizes SCE to release any and all information contained in the application for interconnection to the entities identified above without further notification or consent.

(P)

18. SIGNATURE:

(P)(T)

A copy of this Agreement, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though it were an original and it will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

Customer hereby causes this Agreement to be executed by its duly authorized representative on the date set forth below and agrees that it will become effective as provided in Section 15.1 above.

(T)

CUSTOMER

By: NESTOR ORTEGA VILLEGAS
d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d348
Name: NESTOR ORTEGA VILLEGAS
Title: Homeowner
Date: April 3, 2025



Southern California Edison
Rosemead, California (U 338-E)

Cancelling Revised Cal. PUC Sheet No. 63570-E
Revised Cal. PUC Sheet No. 63570-E
58812-E

Sheet 1

NET ENERGY METERING
RENEWABLE ENERGY CREDITS COMPENSATION FORM

Form 14-935

(To be inserted by utility)

Advice 3767-E-A
Decision 17-12-022

Issued by
Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)

Date Submitted Jun 22, 2018
Effective Mar 14, 2018
Resolution _____



NET ENERGY METERING

RENEWABLE ENERGY CREDITS COMPENSATION FORM

To request Renewable Energy Credit (REC)¹ compensation from SCE, please complete the following sections:

Customer Information (as it appears on your monthly SCE statement):	
Customer or Business Name	NESTOR ORTEGA VILLEGAS
Street Address	28030 Dawns Pass Dr
City, State, Zip	Menifee, CA 92585
Phone	(858) 666-5212
Service Account #	
Aggregator Name (if applicable)	

Verification of REC Ownership and Transfer:
--

I have provided "net surplus electricity" (NSE), as described under the Rates sections of Schedules NEM, NEM-ST, MASH-VNM, MASH-VNM-ST, NEM-V, NEM-V-ST and SOMAH-VNM, which is reflected on my true-up bill, and for that NSE I want to receive REC compensation, and I confirm all of the following: (T)

Ownership of RECs: In order to receive REC Compensation, I or my authorized aggregator certify under penalty of perjury that I own the REC's associated with net surplus energy (NSE as defined in Schedules NEM, NEM-ST, MASH-VNM, MASH-VNM-ST, NEM-V, NEM-V-ST and SOMAH-VNM). (T)

RPS Eligibility of Facility: I, or my authorized aggregator, certify that the eligible generating facility providing NSE to the service account provided above is certified by the California Energy Commission (CEC) as a Renewable Portfolio Standard (RPS) Eligible Generating Facility, having the CEC RPS ID listed below. I, or my authorized aggregator, also certify that a copy of the CEC RPS eligibility certificate for this is attached with this form.

Transfer of WREGIS Certificates to SCE: I or my authorized representative certify that the Western Renewable Energy Generation Information System (WREGIS) certificates representing the RECs associated with my net surplus energy (negative kWh) shown on the true up bill statement received at the end of my 12-month relevant period, pursuant to California Public Utility Code Section 399. 12(h) and CPUC Decision 08-08-028, have been transferred SCE.

Number of RECs transferred to SCE:¹ _____

Transaction ID² _____

Kilowatt hours (kWh):³ _____

¹ RECs are described under the Rates sections of Schedules NEM, NEM-ST, MASH-VNM, MASH-VNM-ST, NEM-V, NEM-V-ST and SOMAH-VNM. (T)

² Number automatically generated by the WREGIS system that uniquely identifies each transfer.

³ If the customer is not working with an aggregator, please provide the kWh in the space provided. Aggregators must complete Attachment I.



NET ENERGY METERING

RENEWABLE ENERGY CREDITS COMPENSATION FORM

Serial Number: _____

WREGIS GU ID: _____

CEC RPS ID: _____

Technology Type:⁴ _____

Relevant Period(s): From _____ month/year to _____ month/year

- Timing: I or my authorized representative is submitting this compensation form to SCE within 2 years 6 months of the WREGIS Certificates' date of issuance.

Customer or Aggregator Signature*: The aggregated group shall only be comprised of SCE customers' and those customers' net surplus generation data for accounts associated with SCE's NEM, NEM-ST, MASH-VNM, MASH-VNM-ST, NEM-V, NEM-V-ST and SOMAH-VNM generating facilities. (T)

Signature	<i>NESTOR ORTEGA VILLEGAS</i> d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d348
Print Name	NESTOR ORTEGA VILLEGAS
Date	April 3, 2025

* Note: If the customer assigns an aggregator to perform the REC certification service to receive REC compensation, the customer must complete and submit SCE Form 14-796 (Attachment II), authorizing the aggregator to act as its representative. The customer must execute and submit Attachment II with the first REC submittal. The customer need not execute and submit Attachment II again unless the customer changes to a new aggregator.

Required Documents:

- Attachment I: If an aggregator is providing the REC certification service, the aggregator must complete Attachment I.
- Attachment II: If the customer is authorizing the aggregator to act as its representative and certify its RECs, it must complete Attachment II.

Please return this form with all the required documents to:

**Net Energy Metering –REC Compensation
Southern California Edison Company
GO5-D2
1515 Walnut Grove Avenue
Rosemead, CA 91770-9810
Customer.generation@sce.com**

(T)

⁴ Examples include PV-solar, wind, and renewable fuel cells.



NET ENERGY METERING
RENEWABLE ENERGY CREDITS COMPENSATION FORM

ATTACHMENT I

Aggregated Accounts
(Aggregator must complete this form)

Service Account Number	Service Account Name	Location Address	Relevant Period Start Date	Relevant Period End Date	Technology Type	Generator Name Plate kW	Total Net Surplus kWh at the end of relevant period*
Total kilowatt hour (kWh)							

*Total kilowatt hour divided by 1,000 must equal total RECs
 Add sheets as needed.



NET ENERGY METERING
RENEWABLE ENERGY CREDITS COMPENSATION FORM

ATTACHMENT II

**AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT
ON A CUSTOMER'S BEHALF**

(Form 14-796)

To complete this Attachment, complete Form 14-796 which can be accessed via the link below:

<https://www.sce.com/NR/sc3/tm2/PDF/14-796.pdf>

ⁱ A REC or a WREGIS certificate consists of one megawatt-hour (1,000 kWh) of generation. Because fractional WREGIS certificates cannot be created, SCE cannot provide a credit for a portion of a WREGIS certificate unless a customer works through an aggregator or waits to accumulate the requisite 1,000 kWh.

Envelope Report

ID 0bf59184-4b54-4ea1-b26a-f51fdb9ec4a

Created 2025-04-04T00:09:09.485Z

Document	Signer	Signer ID	IP Address	Timestamp
My Smart House - California (CA) - Installation Agreement - Sunlight Financial	NESTOR ORTEGA VILLEGAS nestoro@gmail.com	d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d3489d08bf5c780d9e	76.33.164.128	2025-04-04T00:15:01.406Z
Southern California Edison (SCE) - California (CA) - Under 10kW NEM - Form 14-923	NESTOR ORTEGA VILLEGAS nestoro@gmail.com	d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d3489d08bf5c780d9e	76.33.164.128	2025-04-04T00:15:23.242Z
My Smart House - California (CA) - Installation Agreement - Sunlight Financial	Teresa Sauvie teressa@my-smarthouse.com	1a09d809f32d565ba4f718217c5ab3e9961ac6917f27e894883da8fcae90b0a2	0.0.0.0	2025-04-04T00:09:06.079Z
Southern California Edison (SCE) - California (CA) - Under 10kW NEM - Form 14-923	NESTOR ORTEGA VILLEGAS nestoro@gmail.com	d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d3489d08bf5c780d9e	76.33.164.128	2025-04-04T00:15:23.242Z
Southern California Edison (SCE) - California (CA) - NEM Credits Compensation Form	NESTOR ORTEGA VILLEGAS nestoro@gmail.com	d34d1ec1f520d516aaf0542b819ddc7b9a5c7d30834f03d3489d08bf5c780d9e	76.33.164.128	2025-04-04T00:15:28.648Z