

RESIDENTIAL SOLAR CONTRACT

(The "Notice of Cancellation" may be sent to the Contractor at the address noted below)
 This form complies with professional standards in effect January 1 - December 31, 2021



Precis Solar
 License B 952305
 36625 Kevin Rd., Suite 147
 Wildomar, CA 92595
 PHONE (800) 332-3206

CONTRACT ENTERED INTO
 THIS DATE: 6/30/2021, 2021

<i>and</i> BUYER/ OWNER	NAME <u>Erock Guerrero</u>	CITY	STATE/ZIP	PHONE (951) 246-9501
	RESIDENCE ADDRESS <u>34370 The Farm Road Wildomar CA 92595</u>	CITY	STATE/ZIP	PHONE
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

LENDER: (If Any): Mosaic Loan
(Name/Branch/Address of Lender)

DESCRIPTION OF THE SOLAR PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:

Check here if space insufficient for complete specifications (staple additions to original and each copy).

Customer previous 12 month kWh Usage	Proposed first year kWh production	Customer Initials
9,017	10,019	<u>EG</u>

- 18 x REC SOLAR REC365AA
- 18 x ENPHASE Inverter (240V) (Number of inverters may change due to design requirements and system sizing)
- 1 x Roof Top Mounting System.
- 1 x Balance of Required System - Including Wire, Conduit, A/C & D/C Disconnects if required, Integrated Combiner Boxes, Fuses and Breakers.
- 1 x All labor and equipment provided as required to complete photovoltaic solar system installation.
- 1 x 1/10/25 System Warranty Complete. 1 year Unconditional, 10 year Craftsmanship & Inverter, and 25 year Solar Panel production

Work performed at 34370 The Farm Road Wildomar CA 92595
(Street Address And Legal Description If Known)

TIME FOR STARTING AND COMPLETION: The work to be performed by Contractor pursuant to this Agreement shall be commenced within sixty (60) days from this date or approximately on (Date): 09/30/21 and shall be substantially completed within sixty (60) days or approximately on (Date): 90

PAYMENT: Owner agrees to pay Contractor a total price of Thirty two thousand and forty one
 Dollars (\$ \$32,041)

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. Down Payment: . 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.

The Schedule of Progress Payments will be:

The Schedule of Progress Payments will be: \$ 0 Due at Signing \$ 32,041 Due upon material delivery / \$ Due upon completion of work and successful final inspection by building department.

EG 6/30/2021
 Initials Date Initials Date

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made furnish to the person contracting for the residential improvement a full and unconditional release from any claim or Mechanic's Lien, pursuant to Section 3114 of the California Civil Code, for that portion of the work for which payment has been made.

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.

ALLOWANCES: The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward / downward based upon actual amounts rather than estimated amounts herein

TERMS AND CONDITIONS

The terms and conditions on the following are expressly incorporated into this Agreement. This Agreement constitutes the entire understanding of the parties. No other understanding or representations, verbal or otherwise, shall be binding unless in writing and signed by both parties. This Agreement shall not become effective or binding upon Contractor until signed by Contractor or a principal of Contractor. By signature below, Owner acknowledges receipt of a fully completed copy of the Agreement.

The buyer may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order. (2) The amount to be added or subtracted from the contract. (3) The effect the order will make in the progress payments or the completion date. The 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.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P O Box 26000, Sacramento, California 95826.

You, as Owner or Tenant, have the right to require the Contractor to have a Performance and Payment Bond.

List of Documents to be incorporated into the Contract: (1) Notice of Right to Cancel, if required (2) Notice of Cancellation, if required (3) Notice to Owner (4) Insurance Notice. A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Unless the customer initiated services at the contractor's place of business, the law requires that the contractor give you a notice explaining your right to cancel.

Initial the checkbox if the contractor has given you a Notice of Your Right to Cancel.



THIS AGREEMENT CONSISTS OF 3 PAGES AND 0 ATTACHMENTS

[Handwritten Signature] 7/6/21

CONTRACTOR SIGNATURE

DocuSigned by:
Erick Guerrero 6/30/2021

OWNER/BUYER SIGNATURE DATE
X

OWNER/BUYER SIGNATURE DATE
EG 6/30/2021
Initials Date Initials Date

TERMS AND CONDITIONS

1. CHANGES IN THE WORK. Should the Owner, project or construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

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 any 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. Failure to have written authorization shall not be deemed fatal to the collection of the extra work.

2. RESPONSIBILITIES OF THE PARTIES. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expense incurred due to such conditions.

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities.

The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to contractor.

3. DELAYS. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding, control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. PLANS & SPECIFICATIONS. If plans and specifications are prepared for this job, they shall be attached to and become apart of the agreement.

5. SUBCONTRACTS. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

6. FEES, TAXES AND ASSESSMENTS. Owner will pay for taxes and assessments of all descriptions. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

7. INSURANCE AND DEPOSITS. Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief

clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and any subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the owner as extra work.

Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.

8. RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment when due, is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

9. CLEAN-UP. Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

10. LIMITATIONS. No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

11. ATTORNEY FEES. In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

12. PAYMENT. Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the persons contracting for the improvement, a full and unconditional release from any claim or Mechanic's Lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

ASBESTOS AND HAZARDOUS WASTE. Unless the contract specifically calls for the removal disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain duly qualified asbestos and/or hazardous material contractor to perform the work or the Contractor may perform the work at contractor's option. Said work will be treated as an extra under the contract.

ARBITRATION, VALIDITY AND DAMAGES. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

EC 6/30/2021
Initials Date Initials Date



Precis Solar (800) 332-3206
36625 Kevin Rd. Suite 147
Wildomar, CA 92595

Warranty Coverage. This warranty ("Warranty Form") applies to the 6.570 KW/DC renewable energy electric generating system ("System") located at: 34370 The Farm Road Wildomar CA 92595

25-Year Workmanship Warranty. Precis Solar in combination with the Solar System ("System") component manufacturer provides a warranty for the System against defective workmanship, system or component breakdown, for a period of twenty-five years. The manufacturers of the solar panels and inverters separately and exclusively warrant their System components to the fullest extent of their respective warranties. (See applicable warranties). This warranty covers only the System and provides for no-cost repair or replacement of the System or System components, including any associated labor during the warranty period

Limited Ten-Year Warranty Precis Solar warrants up to a period of (10) years, commencing upon the passing of AHJ (Authorities Having Jurisdiction) final inspection, all roof penetrations made in connection with the Photovoltaic System Installation. This warranty specifically excludes any and all rot and underlying damage caused by the System's installation that manifests after 5 years and that is a result of pre-existing roofing and underlying conditions. If the System fails to conform to this warranty, Precis Solar will, at its sole option, either repair or replace any System or System component at no cost to the customer. This repair or replacement remedy shall be the sole and exclusive remedy provided under this warranty and the original System warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair or replacement of defective System components. This warranty is effective from date of completion of the System installation.

General Terms. This warranty extends to the original purchaser and to any subsequent purchasers or owners (the "Purchaser") at the same location during the warranty period, provided that the System is not removed or modified without the prior written consent of Precis Solar and that Precis Solar is the qualified installer for purposes of the new interconnection agreement. For the purpose of this warranty, the terms "purchaser", "subsequent purchaser or owner" and "purchase" include a new home or business buyer, lessee, assignee of a lease, and a lease transaction.

Limited Warranty Exclusions. The warranty and obligations stated here shall not apply to damage, malfunction, or degradation of electrical output caused by any of the following:

- a. failure to properly operate or maintain the System in accordance with the printed instructions provided with the System.
- b. Any repair or replacement using a part or service not provided or authorized in writing by Precis Solar
- c. Purchaser or third party abuse, accident, alteration, improper maintenance, misuse, negligence or vandalism, or from earthquake, fire, flood, or other acts of God.

Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE SYSTEM AND PRECIS SOLAR'S WORK. PRECIS SOLAR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PRECIS SOLAR'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS, OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY PRECIS SOLAR. IN NO EVENT SHALL PRECIS SOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER.

Replacements. System components that are replaced by Precis Solar shall become the property of Precis Solar. Precis Solar reserves the right, at its sole option, to deliver another type of new or refurbished System component that may differ in size, color, shape, model number, and/or power level.

I HAVE READ THE WARRANTY AND CONDITIONS ABOVE HEREOF AND AGREE THAT THEY ARE PART OF THIS PURCHASE:

Buyers Signature:  Date: 6/30/2021

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: \$ 532,041.

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.

DS
EG

6/30/2021

12L-6 (06/2018)