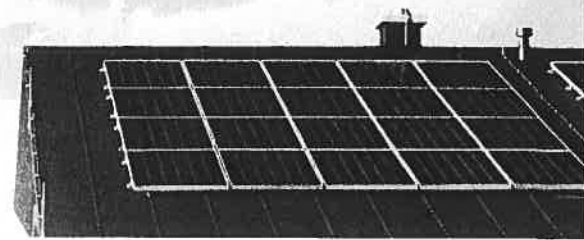


CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

Published January 2021



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

PUTTING SOLAR ON YOUR HOME IS AN
IMPORTANT FINANCIAL DECISION.

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



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

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

Guide Accessibility



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

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

Initial here if you understand this page _____ (1/4)
Larry Hubbard

Watch Out for False Claims

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

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



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

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Ask Solar Providers These Initial Questions Before You Sign A Contract

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

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

- CSLB License Number is: C-10 #1057693
- (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.

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

OK, I read these 4 pages. Now what?

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

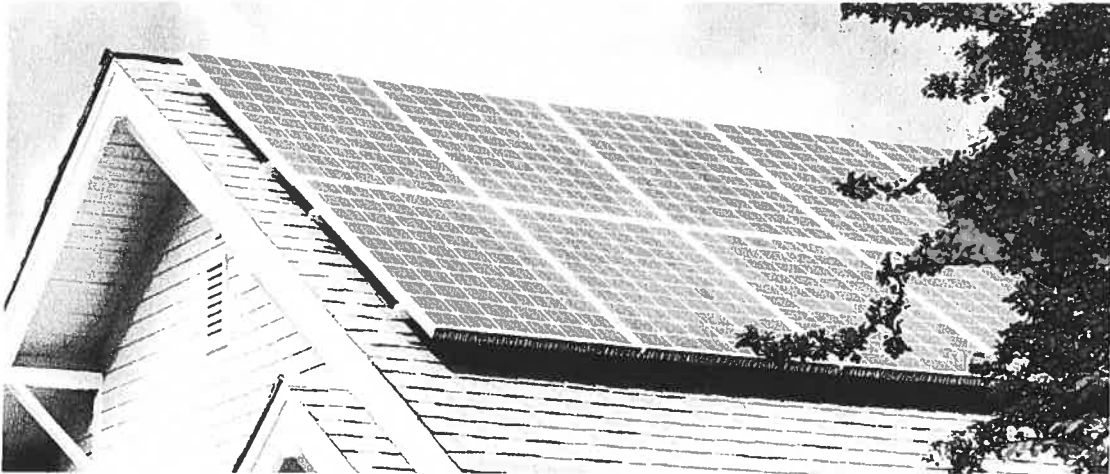
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STEP 1: Is Solar a Good Fit for Me?

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



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

Have I made my home energy efficient first?

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

Do I qualify for low-income solar programs?

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

Is my roof suitable for rooftop solar?

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

Low-Income Solar Programs

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

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

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



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

SASH Program & DAC-SASH Program

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

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

DAC-Green Tariff Program

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

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

Community Solar Green Tariff Program

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

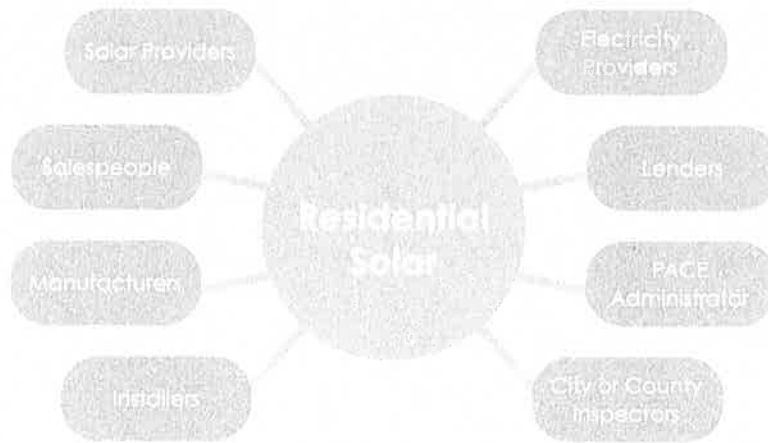
See www.cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.



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



STEP 2: Understand Roles and Solar Process



Solar Providers

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

Salespeople

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

Installers

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

Manufacturers

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

Electricity Providers

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

Lenders

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

PACE Program Administrators

Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at www.dfp.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 www.dfp.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

After You Sign A Contract

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

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



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

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



STEP 3: Find a Qualified Solar Provider

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

Find Solar Providers that Serve Your Neighborhood

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

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

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

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

Narrow Down the List to Qualified Solar Providers

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

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

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

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

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

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

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

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

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



Questions to Ask a Solar Provider

Before You Sign a Contract



Company Background

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

Is the salesperson an employee of your company?

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

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

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



Design & Roof

Is my roof a good candidate for solar? Why?

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

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

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

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

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

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



Warranties & Performance Of Solar System

Are there warranties for the panels and inverters?

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

Are there warranties for labor/construction?

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

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

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

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

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

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

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



Electricity Bill Savings Estimates (see page 17)



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

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

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

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

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

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

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

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

Does my electricity provider offer special rates for solar customers?



Impacts On Future Sale Of Your Home

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

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

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



Timeline (see page 8)

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

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

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



For questions about financing, read the next section!

STEP 4: Compare Your Financing Options

The most common solar financing options are:

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

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

Pros

Cons

Purchase with Cash or Loan

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

You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.

Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.

PACE Financing

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

PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing.

If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.

You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.

Lease and PPA

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

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

Solar provider could go out of business during the contract period.



A Closer Look at Purchase (with cash or loan)

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

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

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

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

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

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

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

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

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

What is my interest rate?

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

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

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

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



A Closer Look at PACE (Property Assessed Clean Energy)

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

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

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

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

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

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

What is your PACE program administrator license number?
(Check the license at www.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 www.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?



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.

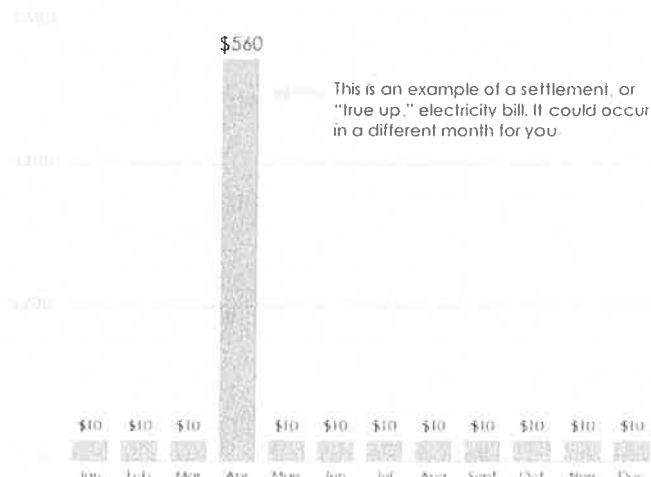
Time-of-Use Rates

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.

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



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

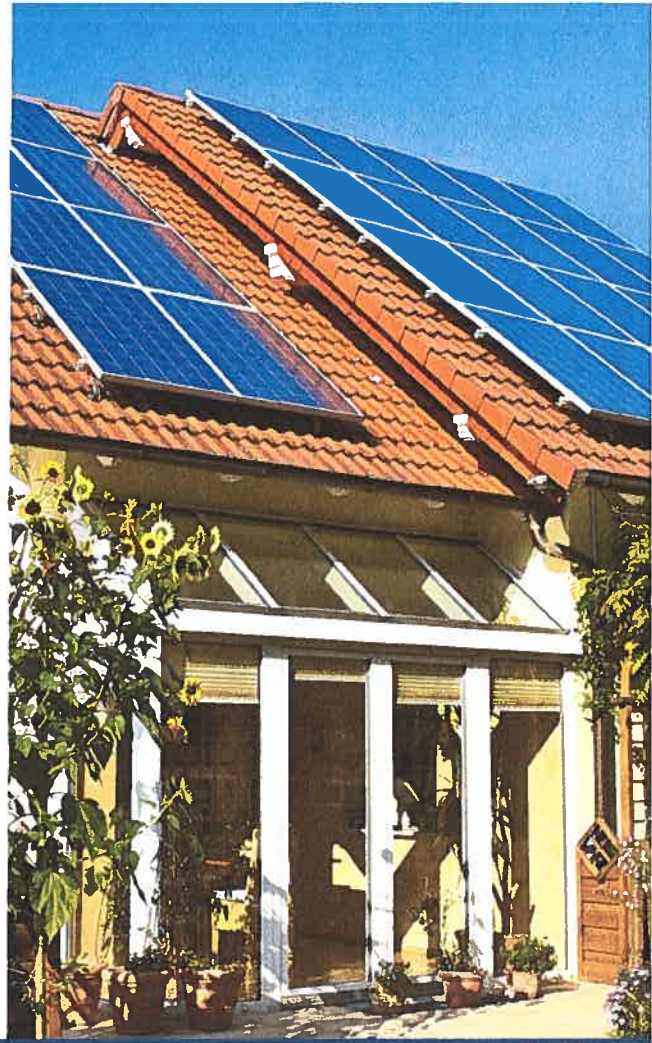
Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial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

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

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

Getting Environmental Credit for Going Green

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



Combining Solar with Storage

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

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



STEP 6: Carefully Read All Paperwork

The Solar Energy System Disclosure Document

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

Contract

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

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

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- 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.

STEP 7: Review Additional Resources

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

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)


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

Southern California Edison (SCE)

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


San Diego Gas & Electric (SDG&E)

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

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

Low-Income Solar Programs

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

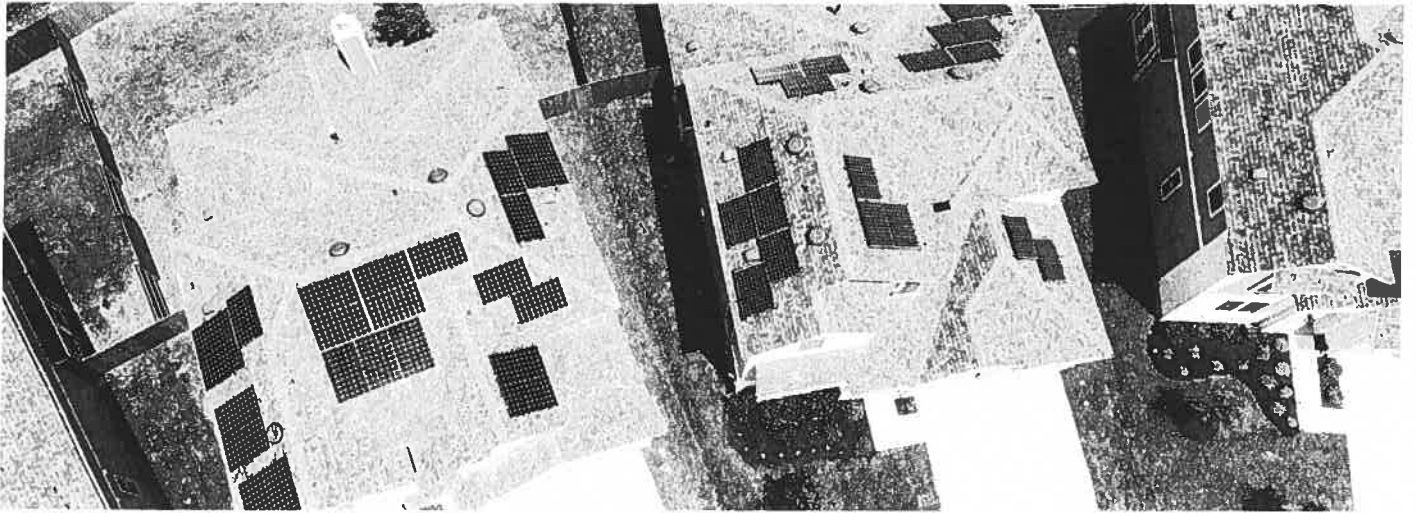
 If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

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



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



Department of Financial Protection and Innovation (DFPI)

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

Solar Bills and Net Energy Metering (NEM)

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

Solar Financing Guides

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

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: www.irecusa.org/consumer-protection/consumer-checklist
- CESA/George Washington University Choosing a Solar Installer: <https://www.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.
- 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 *continued from page 23*

Solar Provider

- 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

juan / Solar Consultant

04 / 14 / 2021

Company Representative Name/Title

Date

juan ochoa

Company Representative Signature

800-306-6953

Company Phone

Empower Solar

info@empoweryourhome.com

Company Name

Company Email

#1057693

C-10

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.



STEP 9: Sign This Guide

January 2021

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

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

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



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

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

Customer

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

larry hubbard

04 / 14 / 2021

Customer Printed Name

Date

Larry Hubbard

Customer Signature

continued on page 24

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: 21,542.00.

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. If you are 65 years of age or older, you have five 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.

Empower Solar, Inc
1300 E Shaw Ave, Ste 173
Fresno California 93710
800.306.6953
CL# 1057693



RESIDENTIAL IMPROVEMENT CONTRACT

This Residential Improvement Contract is entered into by and between larry hubbard ("Customer") and Empower Solar, Inc. ("Contractor") as of the date of the last signature below (the "Effective Date"). Customer and Contractor are referred to individually as ("Party") and collectively as the (the "Parties").

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.

CUSTOMER INFORMATION

Name(s):	larry hubbard
Address/Property:	15016 Tournament Drive Helendale, California - 92342
Phone:	(760) 955-9195
Email:	slarry47@yahoo.com
Date:	04 / 14 / 2021
System Size:	3.5
Contract Price:	21,542.00

- 1. LIST OF DOCUMENTS INCORPORATED INTO THE AGREEMENT.** This Agreement includes all of the terms and conditions herein, any duly executed Change Orders, and Notice of 3 Day Right to Cancel & Copies.
- 2. APPROXIMATE START AND COMPLETION DATES.** Approximate start and completion dates are listed below and subject to change.

Approximate Start Date:	05/29/2021
Approximate Completion Date:	07/13/2021

- 3. DESCRIPTION OF THE PROJECT AND SIGNIFICANT MATERIALS TO BE USED/INSTALLED.**
Empower Solar, Inc. will provide and process all plans and permits pertaining to the solar system installation, panel disconnect at the roof array and the main service, and submit all interconnection paperwork to the utility company, understanding there could be a delay from completion before the utility company starts issuing credits for power your system produces. Empower Solar, Inc. will cover any necessary drywall repair or paint work for damage incurred while installing your Solar System. The Solar Work is referred to as the ("Work").

Customer may not require Contractor to perform extra Work without providing prior written authorization in the form of a Change Order. Contractor's failure to comply with these 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.

- d. **Concealed Conditions.** Customer represents that Customer knows of no concealed or other conditions at, on, or beneath the Property that may interfere with the Work. Customer acknowledges and agrees that Contractor has not conducted a visual inspection of the Property prior to the Effective Date. In the event Contractor discovers any conditions, whether concealed or not, at the Property that will delay or prevent completion of the Work, Contractor may suspend work upon written notice to Customer. Contractor shall submit a proposed Change Order to Customer with any additional work and associated costs required to remedy any discovered condition. If Customer does not approve the proposed Change Order, Contractor may, without prejudicing its other remedies, terminate the Agreement upon written notice and Customer shall pay Contractor for Work performed (including materials ordered) as of the notice date, plus reasonable demobilization costs. Upon termination, Contractor shall be relieved from all other duties under this Agreement.
- e. **Exclusions to Solar Work.** Unless otherwise specifically stated in Section 3, Contractor shall not be responsible for the following: (1) relocating Customer's personal property; (2) removal and/or disposal of hazardous material as defined by the federal or state law; (3) electrical panel or service upgrades (4) repair of substandard roof; (5) structural framing or remediation work; (6) painting of conduit or structural items; (7) changes in law; (8) testing, removal and replacement of mold, fungus, mildew or insect infestation; (9) any tests required by any utility or governmental authority; (10) Home Owner Association Fees or costs; (11) professional engineering services; and (12) work to meet Title 24 requirements.
- f. **Increase in Price of Modules.** In the event (i) if construction has not commenced within six months of the Effective Date, and (ii) module and inverter prices increase, Contractor may increase the Contract Price by the then current price for said equipment. Contractor shall provide substantiating documentation to demonstrate and validate any increase in equipment price.

8. WARRANTY.

- a. **Solar Work Workmanship Warranty.** Contractor provides a twenty-five (25) year (the "Warranty Period") workmanship, warranty commencing on the Completion Date, against original defects in material or workmanship in the Solar Work ("Solar Warranty"). Notwithstanding anything to the contrary contained in this Agreement, (i) Contractor hereby assigns the manufacturer's warranties for the panels, inverters and monitoring equipment; (ii) the terms and conditions of such manufacturer's warranties shall govern any manufacturer's defects to such panels, inverters and monitoring equipment; and (iii) the parties hereby agree that the Solar Warranty specifically excludes the panels, inverters and monitoring equipment. The Workmanship Warranty shall not apply to any materials modified, altered, or repaired by anyone other than Contractor; damages resulting from lack of maintenance; ordinary wear and tear of the Solar Work, damages due to animals, weather, mold, mildew or natural disasters.

Contractor warrants your roof against damage and water infiltration at each roofing penetration made in connection with the installation of the system for a period of twenty (20) years from the installation of the system. Contractor will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting from any water infiltration.

b. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ANY IMPLIED WARRANTIES ARE WAIVED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

9. DEFAULT

- a. **Default by Contractor.** In the event that Contractor violates in any material respect any of the provisions of this Agreement, Customer shall give Contractor written notice of the breach. If Contractor fails to cure the breach within ten (10) days from receipt of such notice, Customer may terminate this Agreement upon written notice to Contractor, provided

Panels: x 10 longi 350w panels (or similar)
 Inverter: 10 enphase microinverters (OR SIMILAR)
 Additional: none

4. **PROJECT SPECIFIC EXCLUSIONS AND CUSTOMER RESPONSIBILITIES.** The following materials and services are excluded from the Work in addition to items listed in Section 7(e).

5. **CONTRACT PRICE.** The cost of the Work shall be \$21,542.00. The Contract Price includes sales tax. All payments not received by the date specified in Section 6 shall incur interest of (a) one percent (1%) per month or (b) the highest amount allowed by law, whichever is less. Break down of services as follows:

6. **SCHEDULE OF PROGRESS PAYMENTS.** Payments to be made as follows:

\$1000 down payment:	\$
80% Solar progress payment due upon scheduled Installation	\$
Balance due upon PTO:	\$
Total of All Progress Payments (Contract Price):	\$ 21,542.00

“The schedule of progress payments must specifically describe each phase of work, including the type and the amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed 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 DOWN PAYMENT.”

7. RESPONSIBILITIES AND CHANGES IN WORK

a. **Contractor Responsibilities.** Contractor’s work shall be approved by the local jurisdiction’s Building Department, if required by law. If applicable, building and electrical permits and the interconnection agreement are included in the Contract Price. Contractor may need to substitute materials based on availability and will provide notice to client if it is not equivalent to the equipment listed in the Work. Contractor shall design the Solar System based on the technical requirements of the materials and the location of the Property and does not include a professional engineer’s review unless required by the applicable building department as of the Effective Date. Performance of the System may vary due to weather, atmospheric conditions, Solar System shading, or other factors, and is not guaranteed.

b. **Customer Representations and Responsibilities.** Customer shall provide Contractor with access to Property to perform the Work. Customer shall provide internet access if required for the monitoring equipment. Customer represents that every person or entity with an ownership interest in the Property has consented to the Work (i.e. Home Owner’s Association or joint Property owner). Upon Contractor’s request, Customer shall promptly provide documentation or approval required for Contractor to perform the Work.

c. **Change Orders.** Either party may request a change to the Agreement by sending a proposed Change Order to the other party. The other party shall approve or disapprove of such proposed Change Order within three (3) business days of receipt. All changes in the Work authorized by a duly executed Change Order shall be performed in accordance with the terms of this Agreement.

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 Change Order. The Change 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 Change Order will have on the schedule of progress payments. Change Orders that do not contain such descriptions are not enforceable against Customer prior to the commencement of any Work covered by the Change Order.

Customer's sole remedy shall be reimbursement of any money paid to Contractor pursuant to Section 6.

- b. Default by Customer. Customer shall be in breach of contract in the event (i) Customer fails to make payments when due under Section 6; or (ii) violates in any material respect any of the provisions of this Agreement. Upon Customer's breach of contract, Contractor may immediately suspend work upon written notice to Customer. If Customer fails to cure the breach within the ten (10) days after receipt of such notice, Contractor may, without prejudicing any other remedies it may have, terminate the Agreement upon written notice to Customer and recover payment for all completed Work and materials ordered through the date of stoppage, and reasonable demobilization costs. Upon termination, Contractor will be relieved from all other obligations under to this Agreement.

10. INDEMNIFICATION AND LIMIT ON LIABILITY.

- a. Contractor Indemnification. To the maximum extent permitted by law, Customer shall indemnify, hold harmless, reimburse and defend Contractor, its officers, directors, employees, and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorney and expert witnesses' fees, arising out of or relating to the Work, but only to the extent caused by the negligence or other wrongful acts or omissions of Customer or any person or entity for whose acts or omissions Customer is responsible.

- b. Limitation on Liability. Contractor's total liability to Customer under or arising out of this Agreement shall be limited to the aggregate amounts paid or payable by Owner to Contractor hereunder. IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO CUSTOMER FOR ANY FAILURE BY CUSTOMER TO OBTAIN ANY OR ALL OF THE BENEFIT OF ANY REBATE OR ANY TAX CREDIT OR DEPRECIATION FOR THE SOLAR SYSTEM. CONTRACTOR MAKES NO REPRESENTATIONS THAT ANY TAX CREDIT OR REBATE WILL BE AVAILABLE OR AS TO WHAT PORTION OF THE WORK CAN BE USED. CONTRACTOR ADVISES CUSTOMER TO CONSULT WITH A FINANCIAL ADVISOR. CONTRACTOR'S LIMITATION ON LIABILITY.

- c. Waiver of Consequential Damages. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER OR TO ANY OTHER ENTITY FOR ANY LOST PROFITS, COSTS OF COVER, POWER INTERRUPTION, OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY.

11. GOVERNING LAW/ARBITRATION OF DISPUTES. If a dispute, controversy or claim ("Dispute") arises from or relates to this Agreement, the party asserting the Dispute will provide written notice of the Dispute to the other party at the addresses listed above. Within thirty (30) days of delivery of the written notice of a Dispute, the parties will try in good faith to resolve the Dispute. If a Dispute is not informally resolved within thirty (30) days after delivery of the written notice of a Dispute, it shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be binding and final and shall be entered into the applicable jurisdiction. This Agreement shall be governed by the laws of the State of California. The prevailing party, as determined by the arbitrator shall be entitled to an award of reasonable attorney fees.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT DECIDED BY NEUTRAL AND BINDING ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR A JURY TRIAL, AND TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" SECTION ABOVE. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

Customer's Initials: *Larry Hubbard*

Co-signer's Initials: _____

12. LEGAL NOTICE INSURANCE. (Calif. Business & Professions Code §7159(e)(1) - (2)).

- a. Commercial General Liability Insurance (CGL): Contractor carries commercial general liability insurance written by ProSight Specialty Insurance, and Customer may call Billie Jean Brown at 559.241.7997 to verify such coverage.

b. Workers Compensation Insurance: Contractor carries workers' compensation insurance for all employees. Policy is held with StarNet Insurance Company. Compensation Policy #BNUWC0149791 and customer may call State Compensation Insurance Fund at 800.673.2465.

13. MECHANICS LIEN WARNING. (Calif.Business&ProfessionsCode§7159(e)(4)). 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 right to record a lien, each subcontractor and material supplier must provide you with a document called a 20-day 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 Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (3152).

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.

14. NOTICE TO CUSTOMER ABOUT CSLB. (Calif. Business & Professions Code §7159(e)(5)).

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 website at www.cslb.ca.gov

Call CSLB at 1-800-321-CSLB (3152)

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

Customer's Initials: *Larry Hubbard*

Co-signer's Initials:

15. THREE DAY RIGHT TO CANCEL. (Calif.Business&ProfessionsCode§7159(e)(6)). The Notice of Three-Day Right to Cancel to Customer and Notice of Cancellation (in duplicate), are attached as Exhibit A. If you are 65 years or older, you have 5 days.

The law requires that Contractor gives you a notice explaining your right to cancel. Initial the checkbox if Contractor has given you a 'Notice of the Three Day Right to Cancel.

Customer's Initials: Larry Hubbard

Co-signer's Initials: _____

16. **GENERAL NOTICE TO THE CUSTOMER AND GENERAL PROVISIONS.** Do not sign the Agreement before you read it or if it contains any blank fields. You acknowledge that you have received and read a legible copy of the Agreement signed by the Contractor, including all the terms and conditions therein included, before any Work was done. If you cancel the agreement after the right of rescission has expired, and before commencement of construction, you shall pay Contractor the amount of expenses incurred to that date plus loss of profits. You have the right to require the Contractor to have a Performance and Payment Bond. Upon satisfactory payment being made for any portion of the Work performed, the Contractor, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to California Civil Code Section 3114 for that portion of the Work for which payment has been made.

17. **NOTICE.** All notices which either party is required or may desire to give the other party under this Agreement shall be given at the addresses listed on the first page of this Agreement. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice. Other legal notices, if any, appear on the Attachment(s) to this Agreement.

18. **MISCELLANEOUS.** The parties agree and acknowledge that this Agreement does not create an agency or partnership relationship and Contractor shall perform and execute the provisions of this Agreement as an independent contractor. Neither party may assign this Agreement without the written consent of the other Party. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This supersedes any prior or contemporaneous agreement, either written or verbal.

IN WITNESS WHEREOF, the parties hereby agree to this Home Improvement Contract and the terms contained herein.

CONTRACTOR

By: Juan Ochoa
Authorized Representative

Date: 04 / 14 / 2021

By: Landon Wimmer
Landon Wimmer, President

Date: 04 / 14 / 2021

CUSTOMER

By: Larry Hubbard
Customer

Date: 04 / 14 / 2021

By: _____
Co-signer

Date: _____

NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL – CONTRACTOR COPY
(Calif. Business & Professions Code § 7159(e)(6))

RE: AGREEMENT BETWEEN

Contractor: Empower Solar, Inc.	Customer: Larry Hubbard
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Description of Work of Improvement (Work to be Performed):
Empower Solar, Inc. will provide and process all plans and permits pertaining to the solar system installation, panel disconnect at the roof array and the main service, and submit interconnection paperwork to utility, understanding there could be a delay from completion before the utility company starts issuing credits for power your system produces. Empower Solar, Inc. will cover any necessary drywall repair or paint work for damage incurred while installing your Solar System.

Panels: x 10 longi 350w panels (or similar)

Inverter: 10 enphase microinverters (OR SIMILAR)

Additional: none

You, the buyer, have the right to cancel this contract within three business days. If you are 65 years of age or older, you have five 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.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. If you cancel after the Three-Day (or Five-Days if applicable) Right to cancel period, Contractor, without prejudicing any other remedies it may have, may recover payment for all completed Work and materials ordered through the date of stoppage, and any other reasonable demobilization costs.

My signature below acknowledges receipt of this Notice of Three-Day (or Five-Days if applicable) Right to Cancel and two (2) copies of the form Notice of Cancellation.

SIGN HERE TO ACKNOWLEDGE RECEIPT OF THIS NOTICE

Larry Hubbard

CUSTOMER SIGNATURE

04 / 14 / 2021

DATE OF SIGNING

CO-SIGNER SIGNATURE

DATE OF SIGNING

NOTICE OF CANCELLATION
Three Day Right to Cancel (Calif. Business & Professions Code §7159(e)(6))

Date of Transaction: 04 / 14 / 2021

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you are 65 years of age or older, you have five business days.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 contract 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 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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 **EMPOWER SOLAR, INC.**, 1300 E Shaw Ave Suite 173, Fresno, California 93710 no later than midnight on 04/17/2021.

I hereby cancel this transaction.

Customer Signature

Date

NOTICE OF CANCELLATION
Three Day Right to Cancel (Calif. Business & Professions Code §7159(e)(6))

Date of Transaction: 04 / 14 / 2021

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you are 65 years of age or older, you have five business days.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

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 Empower Solar, Inc. 1300 E Shaw Ave, Suite 173, Fresno California 93710 no later than midnight of 04/17/2021.

I hereby cancel this transaction.

Customer Signature

Date

DO NOT SIGN ABOVE UNLESS YOU INTEND TO CANCEL THE TRANSACTION AND RETURN THIS FORM TO CONTRACTOR WITHIN THE REQUIRED TIME PERIOD.

TITLE Empower Solar Documents
FILE NAME CPUC_2021_English[1].pdf and 1 other
DOCUMENT ID 22f02792825d32aaf54c57ca8c26ec780dd1859f
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS • Completed

Document History



SENT

04 / 14 / 2021
23:57:50 UTC

Sent for signature to juan (jochoa@californiarenewableenergy.org) and larry hubbard (slarry47@yahoo.com) from admin@jobflo.co
IP: 54.204.174.58



VIEWED

04 / 14 / 2021
23:58:19 UTC

Viewed by juan (jochoa@californiarenewableenergy.org)
IP: 107.77.231.9



SIGNED

04 / 15 / 2021
00:03:26 UTC

Signed by juan (jochoa@californiarenewableenergy.org)
IP: 107.77.231.9



VIEWED

04 / 15 / 2021
00:04:42 UTC

Viewed by larry hubbard (slarry47@yahoo.com)
IP: 206.251.91.191



SIGNED

04 / 15 / 2021
00:10:13 UTC

Signed by larry hubbard (slarry47@yahoo.com)
IP: 206.251.91.191



COMPLETED

04 / 15 / 2021
00:10:13 UTC

The document has been completed.

