



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: \$44,119.25

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 Five-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.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within 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 fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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





SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the key terms of your purchase of a solar electric system ("System"). It is not a substitute for your purchase contract ("Contract"), loan or any other documents associated with this transaction. Information presented below is subject to the terms of your Contract.

Read all documents carefully so you fully understand the transaction.

For more information on becoming a smart solar consumer please visit www.seia.org/consumers.

Provider: Tesla, Inc.
Address: 3500 Deer Creek Road
Palo Alto, CA 94304
Tel.: 888-518-3752
License # (if applicable): CA
CSLB 949283
Email:
energycustomersupport@tesla.com

Installer: Tesla Energy Operations, Inc.
Address: 901 Page Avenue
Fremont, CA 94538
Tel.: 888-765-2489
State/County Contractor License #:
CA CSLB 888104
Email:
energycustomersupport@tesla.com

Customer: [REDACTED]
System Installation Address:
41029 Walrus Way,
Palmdale, CA 93551-1238
Customer Mailing Address:
41029 Walrus Way,
Palmdale, CA 93551
Email: [REDACTED]
Contract Date: 6/28/2021

Purchase Price

Your purchase price, including the cost of the Powerwall(s): \$43,284.85

List of any credits, incentives or rebates included in the above purchase price: \$834.40

***NOTE:** Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information.

Payment Schedule

Amount you owe Provider at Contract signing: \$0.00

Amount you owe Provider at the commencement of installation: \$0.00

Amount you owe Provider at the completion of installation: \$0.00

Your financing partner will make the final payment to the Provider after installation for the following amount: \$43,284.85

Financing

Your system: WILL be financed

NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your financing agreement.** If you have any questions about your financing arrangement, contact your finance provider and read all financing disclosures before signing a Contract.

Installation Timing

Approximate Start Date: 7-90 days from the date the Agreement is signed.

Approximate Completion Date: 7-90 days from the day installation begins.

Interconnection Approval

PROVIDER is responsible for submitting a System interconnection application.

Site & Design Assumptions for your Purchase

The estimated size of your System is: 12.24 kW DC



Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 20,483 kWh

Estimated System Lifetime: 30 years

Estimated annual electricity production decrease due to natural aging of the System: 0.5%

System location on your property: rooftop

Connectivity: The System WILL be connected to the electric grid.

At the time of installation, your local utility WILL credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction. Your utility offers a net energy metering policy as required under state statute or as regulated by a public utility commission. Changes in net energy metering policy or utility rate structures during the life of the system may result in lower utility bill savings than estimated or none at all; Tesla Energy will not be responsible for reassessing the contract rate.

Your 2 Powerwall system has an initial storage capacity of 27.00 kWh and contains an integrated storage inverter/charger capable of providing a combined 10.00 kW of continuous power and 14.00 kW of surge power.

System Maintenance & Repairs

System maintenance IS included for 20 years from the Installer. You are required to perform the following system maintenance:

- **Shade Management:** Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.
- **Panel Cleaning:** Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover.

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ARE provided by the Installer.

If System repairs ARE included, the coverage periods for each hardware component of your System (in years) are:

Solar Panels: at least 12 years

Inverter Warranty: at least 10 years

Powerwall Warranty: 10 years

Please check the Manufacturer's warranty for the coverage period of other hardware components.

If System repairs ARE included, the coverage periods for the labor/workmanship for each component of your System (in years) are:

Solar System: 20 years

Powerwall System: 4 years

Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Provider may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.

Roof Warranty

Your roof IS warranted against leaks from the system installation for the first 10 years by the Provider.

Performance or Production Guarantee

Provider is not providing you with a performance or production guarantee.

Taxes

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Contract.

Utility and Electricity Usage/Savings Assumptions



You HAVE NOT been provided with a savings estimate based on your purchase.
If provided, the savings estimate was calculated based on: System size.

The savings estimate to you assumes the following:
Your system will last: 30 years

It is important to understand that electricity rates are estimates only. Your actual current and future utility rates and utility rate increases may vary.
Provider IS NOT guaranteeing these savings.

Cooling Off Period/ Right to Cancel

In addition to any rights you have under state or local law, you HAVE the right to terminate this agreement without penalty within three (3) business days or within five (5) business days (CA Customers only) of
6/28/2021 4:22:13 PM +00:00 by notifying Provider in writing at the above address.

SEIA Solar Business Code

Provider DOES abide by and agrees to be bound by SEIA's Solar Business Code and its complaint resolution process. For more information about the SEIA Solar Business Code and complaint resolution process, please visit <http://www.seia.org/consumers>

Additional Disclosures or Terms

Powerwall System

The Powerwall will draw 100% of its charge from the Solar Array. In backup mode, the Powerwall will provide automatic backup power to the circuits to which it is connected. In self-powered mode, the Powerwall will capture excess solar energy during the day to power your Home at night. Final determination of eligible circuits will be made prior to installation. Eligible circuits must be located in the same electrical panel used to connect the Solar Array at the time we install. If we cannot install a Powerwall so as to provide backup energy to at least eight (8) circuits that you request due to access or electrical constraints, you may cancel the Powerwall, and either opt to have a solar-only system installed, or cancel this Agreement entirely.

Customer's Initials her 



Tesla Energy Products Purchase & Home Improvement Agreement

This "Agreement" is between you and the Tesla entity ("Tesla", "we" "us" or "our") identified below. It consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date you agree to this Agreement (by electronic acceptance, signature or e-mail) and shall supersede all prior existing agreements between you and Tesla for the Tesla Energy Products described below.

Price Sheet

Your information

41029 Walrus Way
Palmdale, CA 93551-1238

Tesla entity / Provider

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489

Installer

Tesla Energy Operations, Inc. of 901 Page Avenue, Fremont, CA 94538
CA CSLB 888104

Salesperson Name and License Number

Stephanie Dickson, 124938

Energy Products and Contract Price

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

Solar System	\$24,600.00
12.24 kW DC Solar Panels	\$5,904.00
Inverter(s) & Balance of System	\$3,444.00
Mounting Hardware	\$1,230.00
Installation, Permitting, and Other Fees	\$14,022.00
Powerwall	\$17,000.00
2 Powerwall(s)	\$16,000.00
<i>(Includes integrated or separate System communication device)</i>	
Powerwall Installation	\$3,000.00
Powerwall + Solar Discount	(\$2,000.00)
System Price	\$41,600.00
Taxes	\$2,519.25
Contract Price	\$44,119.25





Credit for Order Payment	(\$100.00)
Credit for Rebate Value	(\$734.40)
Amount Due	\$43,284.85
Customer's Initials: _____	

Schedule of Payments

Paid at Order	\$100.00
Due When Installation Begins	\$0.00
Loan Amount	\$43,284.85

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

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

The pricing in this Agreement is valid for 30 days after 6/28/2021. If you don't sign this Agreement and return it to us on or prior to 30 days after 6/28/2021, Tesla reserves the right to reject this Agreement unless you agree to our then current pricing.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day or fifth business days after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Customer's Initials _____

If you are financing your System through one of our financing partners, the timing and amount of your payments (and any applicable interest accrued) will be subject to the terms and conditions of your agreement with your financier. If your financier fails to make payment on your behalf, or your financing is terminated by you or your financier, you will remain obligated to make payment under the terms of this Agreement.

Estimated First Year Production (not guaranteed)

20,483 kWh

Approximate Installation Start Date

7-90 days from contract signing

Approximate Completion Date

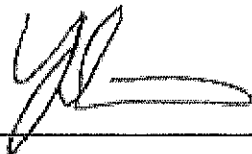
7-90 days from the day installation begins

Signed by

Your signature

 Name: _____
 Date: 6/28/2021 4:22:13 PM +00:00

Tesla, Inc.



 Name: Yaron Klein
 Title: VP, Financial Services & Treasurer





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





Energy Products Purchase & Home Improvement Agreement Terms & Conditions

- Purchase.** You agree to purchase the products described in your Price Sheet ("Products"). We agree to sell you the Products and install them at the address identified in your Price Sheet. References to specific products (Solar System, Powerwall, Wall Connector, and the Home Charging Outlet each as included and defined in your Price Sheet) only apply if you are purchasing those products.
- Contract Price.** Your Price Sheet shows the price of your Products and their installation ("Contract Price"). The Contract Price is inclusive of all taxes and permitting fees. Any rebate and incentive amounts listed on the Price Sheet are estimates. Tesla does not guarantee these amounts or your eligibility for any rebates or incentives.
- Changes to Price Sheet.** We will update the Price Sheet if we are required to change any details due to unforeseen circumstances, including the unavailability or change in value of any incentive payable to Tesla, which Tesla assumed in setting the Contract Price. If any of these changes negatively impact you (e.g., your Contract Price increases or your Solar System size or output decreases), we will give you the opportunity to accept or reject the updated Price Sheet prior to installation of your Products. If you accept that updated Price Sheet, it will supersede this Agreement. If you do not accept that updated Price Sheet, this Agreement will terminate and we will refund your Order Payment (unless the change was at your request). Due to inventory availability, Tesla may increase this system size by up to 10% at no additional cost to you.
- Installation; Service.** We will contact you to schedule installation of your Products. Installation will be performed by us, our affiliate or subcontractor. You authorize us, our affiliate or subcontractor to submit on your behalf any permit or interconnection application that is required for your Products. You also agree to give us, our affiliate or subcontractor access to the installation location as scheduled so we can install and service your Products. You are responsible for all existing property conditions at the installation location, whether known or unknown. Unless otherwise provided for in your Price Sheet, gutter replacement is not included in your installation.
- Payment.** By entering into this Agreement, you agree to pay the Contract Price as described in the Price Sheet. We may provide you combined or separate invoices for each of your Products. Title to your products will transfer to you after we complete installation and we receive payment in full of the Contract Price.
- Cancellation.** In some locations, you have the right to cancel this Agreement for a limited period of time after this Agreement becomes effective and claim reimbursement of your Order Payment. If you have this right, it will be described in Exhibit 1.
- Order Payment.** The Order Payment (if any) that you previously paid for your Products is now non-refundable, except in the circumstances described above. When this Agreement becomes effective, we incur significant costs preparing to install your Products. The Order Payment is a reasonable estimate of the damages we would incur if you cancel your order before your Products are installed.
- Home Owner's Association.** If your home is governed by a home owner's association or similar community organization, you agree to obtain all approvals and authorizations for the System required by that organization and advise us of any requirements of that organization that will otherwise impact the System, its installation or operation.
- Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting us at 888-765-2489.
- Intellectual Property.** We own all intellectual property rights associated with your Products. We grant you a non-exclusive license to use any imbedded software in connection with the operation of your Products only.
- Remote Monitoring and Firmware Upgrades.** You agree that Tesla may access your Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line (provided at your cost) to operate. If you do not maintain this internet connection your monitoring will not function.
- Maintenance & Operation.** We will provide you with an initial copy of the Owner's Manual(s) for your Products (which may be updated from time to time, the "Owner's Manuals"). The Owner's Manuals provide operation and





maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. You must maintain and operate your Products in accordance with the instructions in the Owner's Manuals.

13. **Limited Warranties.** Your Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH YOUR PRODUCTS AND INSTALLATION WORK.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.

Solar panels	Your solar panels are covered by a warranty from their manufacturer. This warranty will be at least 12 years for workmanship and will guarantee at least 80% of nameplate power capacity for at least 25 years. This warranty will be transferred to you automatically when you pay the Contract Price. At your request we will make any claim under this warranty on your behalf and perform any related labor at our cost.
Inverter	Your inverter is covered by a warranty from its manufacturer. This warranty will cover defects for at least 10 years, and will be transferred to you automatically when you pay the Contract Price. At your request we will make any claim under this warranty on your behalf and perform any related labor at our cost. If you need to replace your inverter after this warranty expires, please contact us and we will help you obtain and install a replacement, both at your cost.
Powerwall	Your Powerwall is covered by the Tesla Powerwall Limited Warranty. The Tesla Powerwall Limited Warranty includes the arbitration provision contained in Section 18 below. By approving this Agreement, you accept the terms of the Tesla Powerwall Limited Warranty.
Workmanship	We warrant that (a) our installation workmanship will be free from defects for 20 years from the date your Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed), or as otherwise specified in this Agreement; (b) our installation workmanship will not invalidate the manufacturer's warranty for your solar panels or inverter, or the Tesla Powerwall Limited Warranty; (c) all roof penetrations we make will be watertight for the longer of 10 years or until the end of any existing installation warranty or new home builder performance standard for your roof; and (d) we will not damage your property during our installation of your Products. If we breach this warranty, we will repair the defective work, roof penetration or damage at our cost. If we can't do this ourselves, we will pay for someone else to do it. This shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

14. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond our reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) your failure to operate or maintain your Products in accordance with the applicable Owner's Manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) roof leaks caused by ordinary wear and tear, or water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to your Products that was not installed by us; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of your system unless that person does so in compliance with the Owner's Manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into our work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at your home, including but not limited to unpermitted conditions, improper electrical wiring, defects in the roof structure that cause it to sag over time, chimney or exhaust vent heights that are reduced by your Solar System, cracked or crumbling masonry, or inadequate attic ventilation; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of your Products; or (iv) theft or vandalism. The warranties for "Solar panels", "Inverter" and "Powerwall" above are not subject to the above exclusions, but are subject to other exclusions which are described in the relevant warranty document.

15. **Limitation of Liability.** We are not liable to you for any indirect, special or consequential damages arising out of this Agreement. To the extent permitted by law, our aggregate liability to you under this Agreement (or any grid services program involving the System and any other equipment furnished by Tesla) is limited to the Contract Price. These limitations





apply to any liability arising out of any site survey performed by us or our affiliate or subcontractor in connection with this Agreement.

16. **Breach; Remedies.** If you are in breach of this Agreement, upon seven (7) days prior written notice, Tesla may pursue any remedy it has under this Agreement or at law, including termination, suspension of performance, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

17. **Notices.** You can find applicable lien notices, certain warnings required by law, and details of our insurance in Exhibit 2.

18. **Governing Law; Integration.** This Agreement is governed by the laws of the State where your Products are installed. The information at the links described above is part of this Agreement. Any other terms relating to your Products that are not contained or referred to in this Agreement are not binding on us or you.

19. **Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.





Exhibit 1
Cancellation Rights

(TESLA, INC. COPY)

NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
Notice of Cancellation

Date of Transaction: 6/28/2021 4:22:13 PM +00:00

You may CANCEL this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the above date. 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 **TEN DAYS** following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) 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 (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) 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 (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) 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 to Tesla, Inc., Document Receiving, 6569 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NO LATER THAN MIDNIGHT** of the date that is **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the date you signed the Agreement.

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:





(CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
Notice of Cancellation

Date of Transaction: 6/28/2021 4:22:13 PM +00:00

You may CANCEL this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the above date. 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 **TEN DAYS** following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) 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 (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) 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 (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) 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 to Tesla, Inc., Document Receiving, 6569 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NO LATER THAN MIDNIGHT** of the date that is **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the date you signed the Agreement.

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:





Exhibit 2 NOTICES

Bonds. The owner or tenant has the right to require the contractor to have a performance and payment bond.

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 commencement of any work covered by the new change order. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

Insurance Tesla carries the following insurance applicable to the work being performed under this Agreement:

- **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.





Additional Notices

California

CALIFORNIA CONTRACTOR LICENSING INFORMATION: CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

- Visit CSLB's Internet website at www.cslb.ca.gov
- Call CSLB at 800-321-CSLB (2752)
- Write CSLB at P.O. Box 26000, Sacramento, CA 95826

MECHANICS' LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, Tesla shall, prior to any further payment, furnish to Customer a full and unconditional release from any potential lien Claimant claim or mechanics' lien pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

CALIFORNIA MECHANICS LIEN WARNING:

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances.

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 '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 (2752).

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





Schedule B Renewable Energy Credit Agreement

1. **Introduction.** This Renewable Energy Credit Agreement (this "REC Agreement") is between Tesla ("Tesla" or "we") and you ("Customer") for your sale of the Environmental Attributes associated with the electricity generated by your photovoltaic system ("Solar System"), which you are purchasing under your Tesla Energy Products Purchase & Home Improvement Agreement (the "Solar Agreement"), to Tesla. "Environmental Attributes" are commonly referred to as renewable energy credits ("RECs") and include all solar renewable energy credits, carbon offset credits, green tags, and other similar credits and benefits, however named, generated by or associated with the Solar System. Environmental Attributes do not include electricity or tax credits.
2. **Payment.** Tesla will provide you credit toward the purchase of your Solar System based on the value that we place on your Environmental Attributes ("REC Credit"). Your REC Credit is listed in the Price Sheet. The REC Credit is considered income and we will send you a Form 1099. The REC Credit is payment for 100% of the Environmental Attributes generated by the Solar System for the life of the Solar System following the first date that your system produces energy (the "Term"). This REC Agreement will survive the Solar Agreement and you will not be entitled to any payment related to your sale of the Environmental Attributes other than or in addition to the REC Credit.
3. **Your Obligations.** You agree to cooperate with Tesla to allow Tesla (and any party to which Tesla may sell or transfer the Environmental Attributes) to claim the Environmental Attributes, including, but not limited to taking the following actions:
 - a. To the extent allowable by law, enter into net metering agreements and interconnection agreements for the Solar System;
 - b. Promptly, but in no case more than 7 days after Tesla's request, sign and/or file documentation in connection with the registration and/or transfer of the Environmental Attributes to Tesla and to any party to which Tesla may subsequently sell or transfer the Environmental Attributes;
 - c. Maintain and make available, at your cost, a functioning indoor internet connection with the understanding that an intermittent internet connection (which includes but is not limited to temporary wireless hotspots) will not satisfy this obligation;
 - d. Allow Tesla to monitor and report the Solar System's production;
 - e. Upon reasonable prior written notice, provide Tesla and/or its designees, with access to the Solar System for inspections and maintenance as Tesla deems necessary;
 - f. Maintain the Solar System in good working condition; and
 - g. Maintain the Solar System's interconnection to the local electric utility.Additionally, you understand that by selling the Environmental Attributes to Tesla, you will have no right to sell the Environmental Attributes, or any component thereof, to any other party.
4. **Tesla's Remedies.** If you fail to comply with the obligations set forth in Section 3 within 30 days after Tesla's written notice to you, and that failure results in any disruption in the production of Environmental Attributes or Tesla's ability to claim, transfer, or otherwise make use of the Environmental Attributes, Tesla will have the right to invoice and collect from you an amount equal to Tesla's direct, actual damages resulting from such disruption. In no case, however, will you be liable to Tesla under this REC Agreement for amounts in excess of the REC Credit.
5. **Environmental Claims.** Tesla may sell the Environmental Attributes to a third party. You recognize that you will not own the Environmental Attributes to sell, use or claim, and a third party may have the right to claim clean, green or renewable energy based on its purchase of Environmental Attributes from your Solar System.

I have read this REC Agreement in its entirety and I acknowledge that I have received a complete copy of this REC Agreement.

Customer Signature

Tesla, Inc.

Name: Yaron Klein
Title: VP, Financial Services & Treasurer





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