



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: \$48,836.76

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.



Energy Purchase Terms

Thanks for your purchase! Now that we have completed your order for your Solar System, including any Tesla Powerwall(s) you also ordered (all of which we call your “System” below), the next step is to prepare for and schedule installation of your System. In the meantime, below are some basic terms we need you to agree to in order to make sure we are on the same page (and along with this document are some required disclosures for you to review as well). We look forward to working with you and are excited that you are joining our effort to transition the world to sustainable energy!

1. **Your Purchase Price.** You have agreed to purchase your System at the price described in your Price Sheet. Your Price Sheet, which is considered part of these purchase terms, includes taxes. You have 7 days after you receive the Price Sheet and these purchase terms to reject them. If you don't reject them, or if you move forward with scheduling your installation, that means you are agreeing to the Price Sheet and these purchase terms.
2. **Updates to Price Sheet.** Even though we have completed the initial design of your System, we might need to make changes to that design, which also means we might need to update the pricing or System size based on a variety of factors, such as installation complexity or product availability. If that happens, we will update the Price Sheet. You have 7 days after you receive the updated Price Sheet to reject it. If you don't reject it, or if you move forward with scheduling your installation, that means you are agreeing to the updated Price Sheet and authorize us to develop and submit permit packets and otherwise prepare for your upcoming installation. The updated Price Sheet replaces any prior Price Sheet and is considered part of these purchase terms that you are agreeing to (unless you rejected the update). Tesla can also decide to increase the size of your Solar Roof at no additional cost to you.
3. **Cancellation.** At any point prior to the time when you schedule your installation, you can cancel your order for any reason. And so can we. We both just need to let the other know in writing (so there is no misunderstanding). We will return your order fee for any cancellations up until when you have agreed to final System design and pricing in the Price Sheet, after which your order fee is non-refundable.
4. **Home Owner's Association.** If your home is governed by a home owner's association or similar community organization, you are responsible for getting any required approvals and authorizations for your System.
5. **Installation.** We will contact you to schedule installation of your System. During installation, we might choose to make minor repairs commonly needed to install the System at no additional cost to you (like simple electric upgrades and roof preparation). We promise to repair or pay for damage we directly cause to your home or your property during installation of your System. If we fail to do that, please let us know, and we will make the repair (or have someone repair it) at our cost (and that will be your only remedy). But you need to let us know in writing and within a certain amount of time following the damage: within 10 years for Solar System installations, 4 years for Powerwall installations and 1 year for anything else.
6. **Equipment Limited Warranties.** Your solar panels and inverter come with a warranty from their manufacturers. The solar panel warranty will be at least 25 years and will guarantee at least 80% of nameplate capacity for at least 25 years. Your inverter warranty will cover defects for at least 10 years. You agree we can make warranty claims for you for your solar panels or inverter. If your order includes Powerwall(s), your Powerwall(s) are covered by the [Tesla Powerwall Limited Warranty](#). These warranties are considered part of these purchase terms.
7. **Remote Monitoring and Firmware Upgrades.** You agree that Tesla can access your System remotely to monitor its performance, perform diagnostics and upgrade firmware.
8. **Grid Services.** We might contact you about ways in which your System can support the reliability of the electrical grid and you agree we can contact you for that reason.
9. **Tesla Intellectual Property.** Tesla owns all patents, trademarks, copyrights, trade secrets and any other intellectual property rights associated with your System. Tesla gives you a limited, non-exclusive, license to use any software embedded in your System solely in connection with the use and operation of your System.

10. **Limitation of Liability.** If there is a dispute, the maximum amount that either of us will have to pay the other is the price in the Price Sheet (as updated, if applicable) for anything arising out of these purchase terms. Also, neither of us will have to pay the other for any indirect damages (what lawyers call “special or consequential damages”).
11. **Governing Law.** These purchase terms are governed by the laws of the State where your System is installed.
12. **Notices.** You can find applicable lien notices, certain warnings required by law, and details of our insurance attached to these purchase terms.

13. **Agreement to Arbitrate.** *Please read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.*

If you have a dispute arising out of or relating to any aspect of the relationship between you and Tesla, Inc. or its affiliates (which we call “Tesla”), please send us an email to resolutions@tesla.com, describing your dispute and how you would like it resolved. If it is not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your System (such as claims related to statements Tesla made about our products). We will pay all AAA fees for any arbitration, which will be held in the city or county of your legal residence. To learn more about the Rules and how to begin an arbitration, you can call any AAA office or go to www.adr.org. The arbitrator can only resolve disputes between you and Tesla, and cannot consolidate claims from others without consent from you, Tesla, and the others. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call “injunctive” or “declaratory” relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can take your individual dispute to a small claims court instead. If you don’t want to agree to arbitration, you can “opt out” of arbitration by sending us a letter within 30 days after placing your initial order for your System. Please send the letter to Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered, and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

**Energy Purchase Price Sheet
(Home Improvement)**

Your information and installation location

Derrick Springer
40 San Mateo
Rancho Santa Margarita, CA 92688
9492807777

Tesla Notice Information

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

System and Purchase Price

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

Solar System		\$29,760.00
12.4000 kW DC Solar Panels	\$7,142.40	
Installation, Permitting, and Other Fees	\$16,963.20	
Inverter(s) & Balance of System	\$4,166.40	
Mounting Hardware	\$1,488.00	
Powerwall		\$17,000.00
2 x Powerwalls	\$16,000.00	
<i>(Includes integrated or separate System communication device)</i>		
Powerwall Installation	\$3,000.00	
Powerwall + Solar Discount	(\$2,000.00)	
Taxes		\$2,076.76
Contract Price		\$48,836.76
Credit for Rebate Value	(\$744.00)	
Credit for Order Payment	(\$100.00)	
Amount Due		\$47,992.76

Schedule of Payments

Paid at Order **\$100.00**

Loan Amount **\$47,992.76**

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.

If you are financing your System through Tesla, or one of our financing partners, or affiliates, 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.

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

Derrick Springer

Name: Derrick Springer

Date: 5/11/2022 4:24:54 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

**Exhibit 1
Cancellation Rights**

(TESLA, INC. COPY)

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
Notice of Cancellation**

Date of Transaction: 5/11/2022 4:24:54 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: 5/11/2022 4:24:54 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.

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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:
- To the extent allowable by law, enter into net metering agreements and interconnection agreements for the Solar System;
 - 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;
 - 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;
 - Allow Tesla to monitor and report the Solar System's production;
 - 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;
 - Maintain the Solar System in good working condition; and
 - 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

Derrick Springer

Customer Signature

Tesla, Inc.



Name: Yaron Klein

Title: VP, Financial Services & Treasurer

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Certificate of Completion

EnvelopeID: 755ece77-92c5-44a5-9d21-b813deb02618

Subject:

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Signer Events

Derrick Springer

Signed: 5/11/2022 4:24:54 PM +00:00

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