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# 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* DS _____ *(1/4)*

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# 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.dfpi.ca.gov/file-a-complaint**.

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# Know Your Rights

## You have the right...

### to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a PG&E, SCE, or SDG&E customer, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the to the Contractors State License Board (CSLB) at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

### to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

### to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

### to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

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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: 1014971
- (If applicable) HIS Registration Number is: 116408

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 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

- [x] I have not yet entered into a contract for solar with the solar provider signing on page 24.
- [x] The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.
- [x] 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.
- [x] 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.
- [x] I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.
- [x] 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.
- [x] 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.
- [x] 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.

| Anthony Adams | 4/5/2021 |
|---|---|
| Customer Printed Name | Date |
| DocuSigned by: 224ED9274BBE4E7... | |
| Customer Signature | |

*continued on page 24*

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**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

| | |
|---|---|
| Drew Kedem | 4/5/2021 |
| Company Representative Name/Title | Date |
| DocuSigned by: Drew Kedem 0AA1F1DCAC08486... | (866) 557-6937 |
| Company Representative Signature | Company Phone |
| Gold Rush Energy Solutions | support@goldrushenergy.com |
| Company Name | Company Email |

| | |
|---|---|
| 1014971 | C10 |
| 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.

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# SOLAR ENERGY SYSTEM (PLUS STORAGE IF APPLICABLE) DISCLOSURE DOCUMENT

**The TOTAL COST for the solar energy system (plus storage if applicable) (including financing and energy / power cost if applicable) is:**
**$** 59496.00 .

**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 (Five-Day for People 65 or Older) 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 (or, Five-Day Right to Cancel for Seniors)**

**You, the buyer, have the right to cancel this contract within three business days (or, five business days if you are a senior). 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 or fifth business day, as applicable, 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.

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***

**Note: According to California law, you are entitled to a completely filled in copy of this Contract, signed by both you and Contractor, before any work may be started.**

***

# HOME SOLAR SYSTEM INSTALLATION AGREEMENT
## (Home Improvement)

This Home Solar System Installation Agreement ("***Contract***") is effective as the latest date referenced on the signature line below ("***Effective Date***") by and between **Gold Rush Energy Solutions** ("***Contractor***"), a corporation, with its principal place of business located at **4911 Windplay Drive, Suite 4, El Dorado Hills, Ca 95762** and Anthony Adams, _____ ("***Owner***"). The "***Notice of Cancellation***" attached as Attachment D may be sent to Contractor at the address previously indicated. Contractor and Owner are occasionally referred to herein individually as a "***Party***" and collectively as the "***Parties***."

1. **Estimated Description of the Project, the Significant Materials to be Used and the Equipment to be Installed.** Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to complete in a good and workmanlike manner the following: a 12.675 kW-DC solar power generating facility ("***Solar System***") according to the "**System Specifications"** stated in the table below.

**SYSTEM SPECIFICATIONS**:

| | |
|---|---|
| Solar Panels: | REC 325 |
| Solar Panel Quantity | 39 |
| Inverter Brand : | Applicable Enphase |
| System Type : | Roof Mount |
| Battery Brand: | |
| First Year Estimated kWh: | 16154 |
| Financed By: | Sunlight 20 Year 0.99% |
| Other: | |
| Notes: | |

2. **Work Exclusions.** Contractor's scope of work does not include any of the items on the "***List of Work Exclusions***" in Attachment A.

3. **Work Site.** The following is a legal description of the location where the work by Contractor is to be performed: 9442 Fairway Drive Kelseyville CA United States (the "***Property***").

4. **Contract Price.** Owner will pay Contractor the sum of $ 59496.00 for the work to be performed under

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this Contract, subject to additions and deductions pursuant to any Change Order agreed upon in writing by the Parties. Note: The pricing in this Contract is valid for 30 days after the date Contractor first presents it to you for execution. If you do not sign and return this Contract to Contractor within this 30-day period, Contractor reserves the right to reject this Contract unless you agree to Contractor's then current Contract Price.

5. **Down Payment.** $ 0.00 is due at signing of this Contract.

**Note: According to California law, this down payment may not exceed $1,000 or 10% of the Contract Price, whichever is less.**

6. **Finance Charge.** Interest shall accrue on any past due balance owed at the rate of 1.5% per month (or the highest rate not prohibited by law, whichever is lower) beginning on the 16th day after receipt of the invoice by Owner. This remedy shall be in addition to, and not exclusive of, any other remedy available under this Contract or applicable law.

7. **Schedule of Progress Payments.**

a. In the case of a solar installation on an existing structure or property, the Owner shall pay Contractor according to the schedule, as follows:
   i. **Invoice 1:** $ 0.00 due upon the date equipment is first delivered to the Property.
   ii. **Invoice 2:** $ 59496.00 due upon Substantial Completion of the Solar System, as defined below. Upon receipt of this payment, Contractor will finalize the application for interconnection with the utility company. Title to the Solar System will pass to Owner after Contractor's receipt of payments for Invoices 1 through 3.

b. In the case of a new construction project where the solar installation is required by law, the total Contract Price less any down payment received will be due upon substantial completion of the Solar System.

**(Statutorily-Required Language) Note: According to California law, the schedule of progress payments above 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 DOWN PAYMENT.**

8. **Lien Releases.** Upon satisfactory payment being made for any portion of the work performed hereunder, Contractor, prior to any further payment being made by Owner, shall furnish to Owner a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

9. **Payment:** Payment to Contractor may be made by cash, check, wire transfer or Bitcoin. If, subsequent to the execution of this Contract, a change occurs to any law, ordinance, rule, or regulation which materially affects Contractor's work, then Contractor shall notify Owner in writing of such change and Contractor will be entitled to an equitable adjustment in the Contract Price and the date of Substantial Completion.

10. **Financial Assurances:** Prior to commencement of work, and at each stage anticipated thereafter, Contractor shall have the right to request reasonable assurances that Owner can fulfill its financial obligations hereunder. If the evidence of financial arrangements is not satisfactory to Contractor, then Contractor may stop work hereunder until such financial assurance is provided or may terminate this Contract with written notice to Owner and Contractor will be entitled to any unrecoverable costs in the event of this termination.

11. **Approximate Project Start and Completion Dates.** The work to be performed under this Contract shall be commenced on approximately 7/4/2021 as long as any required building permits are received and any agreed upon funds are paid to Contractor. The work shall be Substantially Completed by approximately 8/3/2021, subject to permissible delays as defined in this Contract. For purposes of this Contract, Contractor will have started work once it has begun performing the tasks required by Invoice 1 above and the work will be "***Substantially Completed***" when all construction

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work is completed so the Solar System can be beneficially used for its intended purpose.

12. **Permissible Delays.** Notwithstanding the foregoing, Contractor shall be excused from any delay in the commencement and completion of the Work to be performed under this Contract due to acts or omissions of Owner or of Owner's agents, employees or independent contractors, actions or omissions of governmental agencies (including the denial or cancellation of any necessary license or permit for the project), changes required to the project due to unanticipated circumstances, latent physical conditions at the Property, Owner's requests, Owner's failure to make progress payments promptly, and all causes beyond Contractor's reasonable control, including, but not limited to, acts of God, fires, weather-related delays, government restrictions, utility company or government actions or inactions, material shortages, embargoes, labor disputes, or acts of war.

13. **Labor and Material.** Contractor shall pay all valid charges for labor and material furnished by Contractor or its subcontractors and used in the construction of the project, but is excused from this obligation to the extent that Owner may be in arrears in making progress payments to Contractor. If Contractor fails to pay for work or materials although Owner has paid Contractor for such work or materials, and as a result, mechanics liens are recorded or threatened against the project, Owner may make such payments in good faith on Contractor's behalf, and Contractor shall on demand reimburse Owner for the amount actually paid. If Owner settles or purchases such claims at a discount, Contractor shall be entitled to the benefit of the discount.

14. **Owner's Responsibilities and Representations.**

a. **Installation.** Owner is responsible for making the Property ready and in the condition Contractor used to create this Contract. During installation, Owner shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing, Owner shall take reasonable steps to protect the Solar System from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.
b. **Unanticipated Work.** Owner is solely responsible for the coordination and expense of any unanticipated work during or after installation due to subsurface or unknown physical conditions that differ from those described in this Contract. If any unanticipated work is required (including, but not limited to, moving equipment once it has been installed, moving or removing existing antennas, vents, conduit, or wires and coordinating and/or waiting for other job-site contractors), then Owner agrees to pay Contractor at the installation labor rate of $75 per hour per person including travel time, materials, and a truck roll fee of $250 per site visit.
c. **Tree Removal.** If necessary or desired to improve the performance of the PV System, tree removal is the sole responsibility of the Owner unless otherwise specified in the notes section of the System Specifications in Section 1 above.
d. **Pre-Existing Conditions**. Owner acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Owner's existing equipment and Contractor shall have no liability for equipment not purchased hereunder. While Contractor will exercise all due care, Contractor will not be responsible for pre-existing conditions of any roof or for damages or problems arising from such pre-existing conditions which may be aggravated by normal material handling procedures on the roof.
e. **Access to Work**. Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals or children, or provide work area security.

15. **Inspections, Building Department and Engineering Requirements.** Contractor will coordinate and attend local building department inspections as needed. Owner is expected to be at the final utility inspection if requested by the utility company. If Owner would like Contractor present at the inspection on their behalf, Contractor will bill at a rate of $75 per hour, including travel and waiting time. Subject to a mutually agreed upon Change Order as set forth in Section 18(b) below, the Contractor may bill Owner for any direct expenses and time resulting from any additional building department or engineering requirements at the rate of $75 per hour plus any direct costs incurred, including, but not limited to, requirements, as follows: (i) it becomes necessary to prepare for or attend local building department meetings on Owner's behalf; (ii) revisions must be made to Contractor's standard plans and drawings; (iii) a structural engineer is required to evaluate Owner's roof or rack foundation; (iv) soil or geological tests are required; or (v) structural or electrical upgrades must be made to Owner's existing facility.

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16. **System Monitoring**: In the absence of a third-party monitoring service, Owner is responsible for monitoring their system pursuant to the guidance and/or documentation provided by Contractor, as well as commonly accepted homeowner maintenance practices and/or obligations. Owner must provide Contractor written notice immediately upon discovering any and all issues that may fall within the applicable warranty. Internet or cellular connectivity is required to access solar monitoring. Owner is responsible for acquiring and maintaining internet or cellular service. Contractor is not liable for any expenses arising from the lack of internet connection.

17. **Communication Via Auto Dialer and/or SMS Opt In.**

a. By initialing at the end of this Section 17, Owner authorizes Contractor to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with Owner's number on file with the Contractor (referred to herein as "Opt In"). Owner also authorizes Contractor to include marketing content in any such messages.

b. Owner does not have to Opt In or agree to Opt In as a condition of this Contract. If Owner does Opt In, Owner confirms that Owner is the subscriber to the relevant phone number or that Owner is the customary user of that number on a family or business plan and that Owner is authorized to Opt In.

c. To withdraw Owner's Opt-In consent or to update Contractor's records with Owners' contact information, please call 1-866-557-6937. To view and retain an electronic copy of this Contract, Owner will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, Owner will also need an email account Owner can access from the device, along with a browser or other software that can display the emails.

d. After Opting In, in addition to the main messages the service offers, Owner may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm Owner's Opt-In.

**Owner(s) Initials:** ____,_____

18. **List of Documents to Be Incorporated Into the Contract.**

a. **Drawings, Specifications, Permits, and Fees.** The work to be performed hereunder will be constructed according to this Contract, and all drawings, specifications and other documents, incorporated by reference herein by Contractor for the project. During construction, minor adjustments to design may be necessary to account for unforeseen restrictions. Contractor will obtain and pay for all required building permits for the work, however, the actual costs of all such permits shall be a reimbursable expense owed to Contractor by Owner. Contractor will not charge Owner any costs for its own labor in obtaining those permits. All drawings and specifications are intended to supplement one another and are incorporated by reference to this Contract. In the event of a conflict, however, the specifications shall control the drawings, and this Contract shall control both.

b. **About Extra Work and Change Orders.** Extra work and change orders ("***Change Orders***") become part of the Contract once an order is prepared in writing and signed by the Parties prior to the commencement of any 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 order will have on the schedule of progress payments. Owner may not require Contractor to perform extra or Change Order work without providing written authorization prior to the commencement of work covered by the new Change Order. Contractor's failure to comply with the Change Order process does not preclude recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. If installation is delayed by more than thirty (30) days once work has commenced due to acts or omissions of Owner, Contractor will have the option to require a Change Order is executed to account for any additional costs or changes to the construction schedules or may in its sole discretion cancel this Contract. As the solar industry is dependent on suppliers' manufacturing capacity and deliveries to the United States at the time immediately prior to installation, minor variations in parts due to substitutions of like product will result in invoices being adjusted accordingly. For purposes of this Contract, the term "like product" means products of like quality and price-performance to the equipment specified.

c. **Attachments.** The following are incorporated by reference to this Contract: List of Work Exclusions; "Three-Day" ("Five-Day" for people 65 or Older) Right to Cancel Notice ; Notice of Cancellation; "Notice to Owner" Mechanics Lien Warning; and Insurance Notices.

19. **Insurance Coverage.** Notices concerning commercial general liability insurance and worker's compensation

insurance are attached to this Contract as **Attachment E.**

20. **Title to Equipment and Right to Remove**. Title to the equipment and materials supplied by Contractor will remain with Contractor and not pass to Owner until all sums due to Contractor have been paid. Contractor may, at its option, remove any portion of materials equivalent in value to any payment required hereunder and not paid within sixty (60) days after receipt of proper invoices thereunder without limiting Contractor's rights herein.

21. **Risk of Loss.** Owner shall assume the risk of loss for all materials and equipment which are to be included in Contractor's work hereunder at such time as the materials and equipment are delivered to the Property.

22. **Cleanup.** Contractor shall keep the project free from accumulation of debris, waste materials, or rubbish caused by its operations. On completion of the work, Contractor will remove all debris, waste materials, rubbish, and surplus material from Owner's property and will thoroughly clean the project, leaving it in a neat and broom-clean condition.

23. **Limited Warranty.**

a. **Solar System Limited Warranty – Repair or Replacement.** Contractor warrants the Solar System against defective workmanship for a period of twenty five (25) years after Substantial Completion. This warranty covers the Solar System as a whole only and provides for no-cost repair or replacement of the Solar System in accordance with this warranty. The separately included manufacturer warranties for the solar panels, inverters and racking are in lieu of and not in addition to Contractor's warranty obligations. Any claims for defect in workmanship or otherwise related to or arising from those materials are excluded from Contractor's warranty obligations. Contractor shall make available to Owner all warranty documents relative to the equipment and materials incorporated in the Solar System as provided by the applicable manufacturers. Contractor will also be the warranty administrator for such manufacturer warranties and as such it will, on a reasonable basis, provide a first line of support on any manufacturer warranty claims. Repair or replacement as provided under this warranty is the exclusive remedy of Owner. The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this warranty. This limited warranty does not warrant a specific power output, which is exclusively covered under either the module manufacturer warranty or other third-party provider, as specified by such third-party warranty documents provided herewith. See the terms of such third-party warranties for a description of the terms and conditions that apply. Contractor does not make any promises or guarantees about any return-on-investment variables related to the Solar System, including but not limited to, issues related to utility rate increases, home resale value, maintenance costs, performance degradation, home energy needs, and Solar System output.

b. **Battery System Limited Warranty** Installer provides a ten (10) year service warranty that will ensure proper system installation. This installation warranty covers proper installation and configuration of the battery; Contractor is not responsible for the battery manufacturer's warranty obligation on the battery itself except to ensure such warranty is properly and timely passed through to Owner. See the terms of such third-party warranty for a description of the terms and conditions that apply, which are specifically excluded from Contractor's obligations. This 10 year installation warranty period begins on commissioning date of battery system.

c. **Exclusions.** This limited warranty excludes the following conditions: (i) failure to properly operate or maintain the Solar System in accordance with any printed instructions provided by Contractor with the Solar System (ii) any repair or replacement using a part or service not provided or authorized in writing by Contractor; (iii) damages caused by, in Contractor's judgment, Owner or third party abuse, accident, alteration, improper maintenance or installation, pre-existing roof conditions, removal by anyone other than an Contractor or authorized Contractor representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, smoke, salt damage, or acid rain, or earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Contractor's control; (iv) solar systems with the type or serial number(s) altered, removed, or illegible; and (v) cosmetic defects, such as discoloration or scratches, caused by normal wear and tear.

d. **Limitation of Warranty.** THE WARRANTIES SET FORTH IN THIS SECTION 23 ABOVE SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THIS CONTRACT, THE SOLAR SYSTEM AND WORK PERFORMED HEREUNDER. CONTRACTOR HEREBY EXPRESSLY

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DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER.

24. **LIMITATION OF LIABILITY.** CONTRACTOR'S SOLE LIABILITY, AND OWNER'S SOLE REMEDY, WITH RESPECT TO ANY WORK AND MATERIALS WHICH BREACH CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL BE FOR CONTRACTOR TO REPAIR, REPLACE OR RE-PERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIAL WITHIN THIRTY (30) BUSINESS DAYS OR SUCH PERIOD COMMERCIALLY REASONABLE ACCORDING TO INDUSTRY STANDARDS AFTER WRITTEN REQUEST BY OWNER.

25. **Extraordinary System Materials**. In the event where the System Specifications include a **Tesla Solar Roof ("Solar Roof"),** Owner acknowledges that the integrated solar shingles included in the System Specifications are extraordinary building materials, meaning that the Solar Roof loan provider, if any, is able to take a security interest over them.

26. **Notice.** Any notice required or permitted under this Contract shall be deemed given, if in writing, on the fifth (5th) day after deposit in the U.S. Mail, first-class postage prepaid, and addressed to the Party at the address shown in this Contract, although such address may be changed by written notice from one Party to the other as necessary.

27. **Assignment; Third-Party Beneficiaries.** Owner may not transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Property or an interest therein absence the prior written consent of Contractor, which shall be reasonably provided upon request in the event of a new purchaser of the property where the Solar System is located. There are no third-party beneficiaries to this Contract. Nothing in this Contract shall create a contractual relationship with or a cause of action in favor of a third-party against either Party. Notwithstanding the above, (i) Contractor may assign this Contract without notice to or consent of Owner in the event of a merger, reorganization, consolidation or sale of all or substantially all of Contractor's assets, and (ii) if all or any of this Contract is to be financed through a financial institution, Owner may assign its rights hereunder to such institutions. Owner and Contractor will make, execute and deliver all forms reasonably required by a lender for such purposes.

28. **Statutorily Required Information About The Contractors State License Board ("CSLB"):**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

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

29. **Indemnity.** To the fullest extent permitted by law, each Party ("***Indemnifying Party***") shall indemnify, defend and hold harmless the other Party, and its officers, directors, shareholders, employees and agents (each, an "***Indemnified Party***"), from and against all loss, cost, liability, claims and expenses, including but not limited to attorneys' fees and disbursements, to the extent arising out of or resulting from the actions or omissions of Indemnifying Party and its agents, guests and family

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members which are negligent, wrongful or in breach of this Contract. The foregoing shall not be limited to or by any insurance coverage which may be in force or required to be in force.

30. **Default.**

a. **By Either Party.** Either of the following occurrences or events, by or against Contractor and by or against Owner, shall constitute a default under this Contract: (a) a material breach of any of the terms, conditions, representations, warranties, or guarantees expressed in this Contract; or (b) filing of a voluntary petition in bankruptcy or confession of insolvency. In the event that a Party is in default of this Contract, and fails to cure such default thirty (30) days following receipt of written notice from the non-defaulting Party that an event of default has occurred, then this Contract may be terminated by the non-defaulting Party.

b. **Damages.** The Parties agree that in the event Owner breaches this Contract that Contractor's actual damages will be difficult to ascertain, and therefore agree that as a fair and reasonable estimate of Contractor's damages, and not as a penalty, that if Owner materially breaches this Contractor that the following damages shall apply:

i. Contractor reserves the right to invoice Owner for any expenses incurred resulting from the material breach.

ii. If this Contract is breached after a site inspection has been completed, Owner is obligated to pay Contractor 10% of the contract sum or $1,000 *whichever is less.*

iii. If this Contract is breached after Owner approves preliminary set of designs, Owner is obligated to pay Contractor 50% of the Contract sum.

iv. If this Contract is breached after Contractor has received a permit plan from the local building department, Owner is obligated to pay Contractor 75% of the Contract sum.

v. In the event that Owner utilizes a finance vehicle to pay for all or a portion of this project, these terms and conditions still apply. Contractor will provide Owner with an invoice for any applicable fees due as a result of the breach of this Agreement.

31. **Costs; Attorneys' Fees.** If the Contract Price is not paid when due, Owner shall pay all costs of collection, including reasonable attorneys' fees. The prevailing Party in any legal action or arbitration proceeding related to this Contract shall be entitled to receive from the other Party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding.

32. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

33. **Social Media**: Our customer's experience is extremely important to us. If Owner wishes to post any negative comments/complaints about Contractor's work on any online media platform, Owner agrees to first contact Contractor at wecare@goldrushenergy.com and give Contractor a reasonable opportunity to address such concerns. Please note that Owner is not asked to waive any rights in conformance with any applicable state laws.

34. **Dispute Resolution; Mediation & Arbitration.** Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by mediation under the Home Construction Mediation Procedures of the American Arbitration Association. If a Party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Home Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the county in which Contractor's principal office is located in California, U.S.A.

BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE OUR DISPUTES IN COURT OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION PROCEEDING. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO

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REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU ARE WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

35. **Statutorily Required Notice.** Owner has the right to require Contractor to have a performance and payment bond covering the work described herein.

36. **Three-Day (or Five-Day for People 65 or older) Right to Cancel Notice.** Unless this Contract is negotiated at Contractor's place of business, you have a statutorily prescribed three-day (or five-day if you are 65 years or older) right to cancel this Contract at any time prior to midnight of the third of fifth business day, as applicable, after the date that you sign this Contract. The law requires that contractors give you a notice explaining your right to cancel. Please initial hereafter if Contractor has given you a "Notice of the Three-Day Right to Cancel," or if you are a senior citizen a "Notice of the Five-Day Right to Cancel."

**Owner(s) Initials:** DS AA ,_____

37. **Complete Agreement.** This Contract constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exist between the Parties. This Contract can be modified only by an agreement in writing signed by both Parties.

**INTENDING TO BE LEGALLY BOUND**, the Parties are executing this Contract through their legally authorized representative on the date stated below.

**Gold Rush Energy Solutions (Contractor) #1014971:**

Dated: 4/5/2021

By: Drew Kedem

Sign: DocuSigned by: Drew Kedem 0AA1F1DCAC08486...

Title: Authorized Sales Representative

HIS Lic. 116408

**Owner(s)**

Anthony Adams ,_____:

Dated: 4/5/2021

Sign: DocuSigned by: 224ED9274BBE4F7...

Sign: _____

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# ATTACHMENT A

## LIST OF WORK EXCLUSIONS

Unless specified to the contrary in this agreement or a Change Order, the services, activities and work set forth below are excluded from the scope of work required by Contractor pursuant to the Contract:

1. Remove, remediate or dispose of any hazardous substances that exist on the Property;
2. Improve the construction of the roof or the Property to support the Solar System;
3. Remove or replace existing rot, rust, or insect infested structures;
4. Provide structural framing for any part of the Property;
5. Pay for or correct construction errors, omissions, and deficiencies by the Owner or contractors hired by the Owner;
6. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens;
7. Upgrade the Property's existing electrical service;
8. Installation of any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation;
9. Pay for the removal or relocation of equipment, obstacles or vegetation in the vicinity of the Solar System;
10. Move items unassociated with the Solar System around the Property;
11. Pay for any costs associated with utility mitigation work.
12. Provide aesthetic improvements to the property outside the original scope of work.
13. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System;
14. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor; and
15. Structural engineering review, soil analysis or environmental or geological review.

Owner(s) Initials DS _____,_____

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# ATTACHMENT B

## "NOTICE TO OWNER"
## MECHANICS LIEN WARNING
## Statutorily-Required Language

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.

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## ATTACHMENT C
## "THREE-DAY" (OR "FIVE-DAY" FOR PEOPLE 65 YEARS OR OLDER) RIGHT TO CANCEL NOTICE

### Statutorily-Required Language

You, the buyer, have the right to cancel this contract within three business days or five business days if you are 65 or older. 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 or fifth business day, as applicable, 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 them, 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.

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**ATTACHMENT D**
**NOTICE OF CANCELLATION**
**Statutorily-Required Language**

Date of Home Solar System Installation Agreement: 4/5/2021

You may cancel this transaction, without any penalty or obligation, within three (3) business days (or five (5) business days if you are 65 years or older) from the date of the Contract.

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 Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor 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 Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor 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 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.

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 [Insert Contractor's Name] at [Insert Contractor's Address] not later than midnight of [Contractor Inserts Applicable Date].

I hereby cancel this transaction on: _____ (Date)

Owner (print): _____

Signature: _____

Address: _____

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# ATTACHMENT E

## INSURANCE NOTICES
## Statutorily-Required Language

**Commercial General Liability Insurance (CGL):**

This Contractor carries commercial general liability insurance written by Developers Surety and Indemnity Co. You may call Developers Surety and Indemnity Co at 949-263-3300 to check the contractor's insurance coverage.

**Workers' Compensation Insurance:** This Contractor carries workers' compensation insurance for all employees.

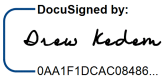
## Certificate Of Completion

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Status: Completed
Subject: Please DocuSign
Source Envelope:
Document Pages: 20
Signatures: 4
Certificate Pages: 3
Initials: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Gold Rush Energy Solutions
4911 Windplay Dr. #4
4911 Windplay Dr. #4
El Dorado Hills, CA 95762
daniel@goldrushenergysolutions.com
IP Address: 107.77.213.154

## Record Tracking

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Holder: Gold Rush Energy Solutions
daniel@goldrushenergysolutions.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
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| Drew Kedem<br>drew@goldrushenergy.com<br>Security Level:<br>DocuSign.email<br>ID: 1<br>4/5/2021 11:02:45 AM<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br><br>0AA1F1DCAC08486...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 107.77.213.154<br>Signed using mobile | Sent: 4/5/2021 11:02:44 AM<br>Viewed: 4/5/2021 11:02:56 AM<br>Signed: 4/5/2021 11:06:45 AM |
| Anthony Adams<br>anthonytadams@gmail.com<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br><br>224ED9274BBE4F7...<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 50.228.203.194 | Sent: 4/5/2021 11:06:47 AM<br>Viewed: 4/5/2021 12:08:50 PM<br>Signed: 4/5/2021 12:19:22 PM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Sales Support<br>support@goldrushenergy.com<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 11:06:48 AM |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Drew Kedem<br>drew@goldrushenergy.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:26 PM |
| Jordan Lykins<br>Jordan@goldrushenergysolutions.com<br>CEO<br>Gold Rush Energy Solutions<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:27 PM |
| Andrew Stock<br>andrew@goldrushenergysolutions.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:27 PM |
| Katie Abela<br>katie@goldrushenergy.com<br>Project Manager<br>Gold Rush Energy<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:28 PM |
| Daniel<br>daniel@goldrushenergy.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:30 PM |
| Alex Boites<br>alexb@goldrushenergy.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:31 PM |
| Erik Woodard<br>admin@goldrushenergysolutions.com<br>VP of Operations<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:32 PM |
| Matt Flickinger<br>matt@goldrushenergy.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 4/5/2021 12:19:33 PM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 4/5/2021 12:08:50 PM |
| Signing Complete | Security Checked | 4/5/2021 12:19:22 PM |
| Completed | Security Checked | 4/5/2021 12:19:33 PM |

| Payment Events | Status | Timestamps |
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