

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

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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).

Customers of PG&E, SCE, SDG&E, BVEs, and PacifiCorp 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, Tagalog, Armenian, Portuguese, and Dari 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 JP (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 [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).

To file a complaint against a financing company, visit [dfpi.ca.gov/file-a-complaint](https://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 customer of PG&E, SCE, SDG&E, BVES, or PacifiCorp, 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 Contractors State License Board (CSLB) at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://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 [cslb.ca.gov/consumers/solar smart](https://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 (2752) or [cslb.ca.gov/consumers](https://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 cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

- CSLB License Number is: CA#1057693
- (If applicable) HIS Registration Number is: 121362

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.

OK, I read these 4 pages. Now what?

1

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!

2

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

3

For **other important questions to ask a solar provider** before you sign a contract, go to page 10 of this guide.

4

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.

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STEP 1:

Is Solar a Good Fit for Me?

1

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



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

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit energyupgradeca.org/home-energy-efficiency and/or

contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

Do I qualify for low-income solar programs?

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

Is my roof suitable for rooftop solar?

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

Low-Income Solar Programs

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



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

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

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



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

SASH Program & DAC-SASH Program

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

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

DAC-Green Tariff Program

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

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

Community Solar Green Tariff Program

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

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

STEP 2: Understand Roles and Solar

2

Solar Providers

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

Salespeople

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

Installers

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

Manufacturers

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

Electricity Providers

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

Lenders

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

PACE Program Administrators

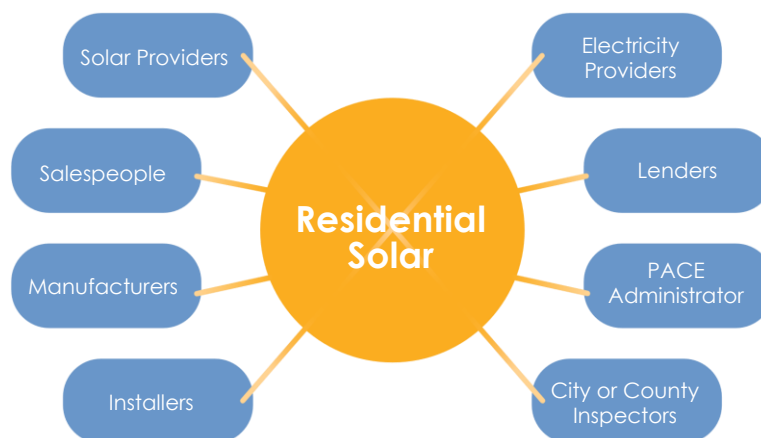
Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at dfpi.ca.gov/pace-program-administrators.

PACE Solicitors and PACE Solicitor Agents

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at dfpi.ca.gov/pace-program-administrators.

City/County Inspectors

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.



Overview of a Typical Rooftop Solar Process

Before You Sign a Contract



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

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient (see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document (see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement

After You Sign A Contract



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

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

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

STEP 3:

Find a Qualified Solar Provider

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

Find Solar Providers that Serve Your Neighborhood

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

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

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

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

Narrow Down the List to Qualified Solar Providers

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

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

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

Visit the CPUC's public list of non-compliant solar providers, which identifies contractors that have violated CPUC, CSLB, or DFPI regulations. This list is updated quarterly and can be found at [cpuc.ca.gov/solarpubliclist](https://www.cpuc.ca.gov/solarpubliclist).

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

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

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

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

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



Questions to Ask a Solar Provider

Before You Sign a Contract

Company Background

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

Is the salesperson an employee of your company?

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

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

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

Design & Roof

Is my roof a good candidate for solar? Why?

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

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

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

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

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

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

Warranties & Performance of Solar System

Are there warranties for the panels and inverters?

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

Are there warranties for labor/construction?

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

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

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

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

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

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

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

Electricity Bill Savings Estimates *(see page 17)*



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

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

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

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

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

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

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

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

Does my electricity provider offer special rates for solar customers?

Impacts On Future Sale of Your Home

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

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

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

Timeline *(see page 8)*

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

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

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



For questions about financing, read the next section!

4

STEP 4: Compare Your Financing Options

The most common solar financing options are:

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

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

	PROS	CONS
Purchase with Cash or Loan	Typically, greater return on investment. If you use a loan, little or no upfront costs. May increase value of home. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles. Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
PACE Financing	Little or no upfront costs. May have a longer repayment period than typical home improvement loan, which may be preferable. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing. If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage. You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.
Lease and PPA	Little or no upfront costs. Solar provider is responsible for all monitoring, maintenance, and repairs. Minimum energy production often guaranteed.	Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars. Solar provider could go out of business during the contract period.

A Closer Look at Purchasing Outright (with cash or loan)



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

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit card. A secured loan is often preferred because it typically has lower interest rates.

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

If you install and own a solar system by the end of 2022, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2023 and then 0 percent for systems installed after 2023. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

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

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

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

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

What is my interest rate?

What is my annual percentage rate ("APR")?

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

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

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



A Closer Look at PACE (Property Assessed Clean Energy)

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

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

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

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

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

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

What is your PACE program administrator license number?

(Check the license at dfpi.ca.gov/pace-program-administrators)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

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

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

A Closer Look at Lease & PPA (Power Purchase Agreement)



With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making

a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

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

Will my payments increase over time? How much will they increase and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

5

STEP 5: Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

- Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.
- If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.
- Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.
- Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



Before you sign a contract, ask yourself:

if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?



How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually, this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity

provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

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

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

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

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



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





Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC). If you purchase your solar system, you own any RECs created. If you enter a lease or PPA, ask your solar provider who will own the RECs, and check the contract fine print.

Solar system owners may sell the RECs they generate. System owners would need to qualify for the Western Renewable Energy Generation Information System (WREGIS), which issues and tracks RECs. Please visit the WREGIS FAQ at wecc.org/WREGIS/ for more information.



Combining Solar with Storage

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

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

STEP 6:

Carefully Read All Paperwork

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The Solar Energy System Disclosure Document

This document from the Contractors State License Board shows you the total costs for the proposed solar energy system as well as estimated electric bill savings using standardized inputs and assumptions. It also has information about your three-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at cslb.ca.gov/consumers/solar_smart.

Contract

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

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

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13 – 15 of this guide should be referenced in the financing agreement.

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STEP 7:

Review Additional Resources

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

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)

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

Southern California Edison (SCE)

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

San Diego Gas & Electric (SDG&E)

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



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

Low-Income Solar Programs

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



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

Contractors State License Board (CSLB)

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



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

Department of Financial Protection and Innovation (DFPI)

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

Solar Bills and Net Energy Metering (NEM)

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

Solar Financing Guides

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

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: irecusa.org/consumer-protection/consumer-checklist
- CESA/George Washington University Choosing a Solar Installer: cesa.org/projects/sustainable-solar/videos

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STEP 8:

“Before You Sign” Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

-
- DS

JP

Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.
-
- DS

JP

Consider making your home more energy efficient before getting solar. This could save you money. See page 5.
-
- DS

JP

Get at least 3 bids for solar at your home. See page 9.
-
- DS

JP

Ask the solar provider for 3 customer references and call or visit them. See page 9.
-
- DS

JP

Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.
-
- DS

JP

Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.
-
- DS

JP

Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.
-
- DS

JP

If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.
-
- DS

JP

Read the critical information about electricity bill savings estimates on page 16.
-
- DS

JP

Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.
-
- DS

JP

Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.
-

March 2022

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STEP 9: Sign This Guide

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

Please affirm each of statements below by checking the boxes. If a statement does not apply to you, write "N/A" in that statement's box.

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

By signing, I affirm that I have read and understand the California Solar Consumer Protection Guide. I also affirm that information from my solar contract, interconnection application, CSLB Solar Disclosure Form, and/or financing agreement may be reviewed by state regulators to ensure compliance with California's solar consumer protection laws.

Lade Perez / Veronica Robinson

Customer Printed Name

5/15/2023

Date

DocuSigned by:

ABC9111CC165409...
Customer Signature

DocuSigned by:

F9C0343795A7474...

continued on page 24

STEP 9: Sign This Guide *continued from page 23***Solar Provider**

Please affirm each of statements below by checking the boxes.

DS ED	The customer initialed the first 4 pages of the guide.
DS ED	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.
DS ED	The sales presentation to this customer was principally conducted in this language: <u>English</u>

Zant Doty

Company Representative Name/Title

5/15/2023

Date

DocuSigned by:

Zant Doty

27CA78E3D3174C2...

Company Representative Signature

800-306-6953

Company Phone

Empower Solar, Inc.

Company Name

zant@empoweryourhome.com

Company Email

CA#1057693

Company CSLB License Number

C10

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.

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: \$56,325.51.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel, or Five-Day Right to Cancel for Seniors

You, the buyer, have the right to cancel this contract within three business days if you are under 65 years in age or five business days if you are age 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 business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

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



RESIDENTIAL SOLAR INSTALLATION & HOME IMPROVEMENT AGREEMENT

This Residential Solar Installation & Home Improvement Agreement (“Agreement” or “Contract”) is entered into by and between the customer below (“Customer” or “You”) and Empower Solar, Inc. (“Contractor”) as of the date of the last signature below (the “Effective Date”). Customer and Contractor are referred to individually as a “Party” and collectively as the “Parties.” The Notice of Cancellation attached hereto may be sent to Contractor at the address listed above.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT SIGNED BY BOTH YOU AND THE CONTRACTOR BEFORE ANY WORK MAY BE STARTED.

1. CUSTOMER AND SYSTEM INFORMATION:

Customer Name(s):	Jade Perez
Address/Property:	2782 STORY AVE, MERCED, CA 95340
Phone:	7073330381
Email:	Jadep@aplustree.com
Date:	May 15, 2023
System Size:	10.14 kW
System Components:	Panels: 26 x Trina Solar TSM-390DE09C.07 Inverters: 26 x Enphase Energy IQ7-60-2-US [240V] Batteries: x (JA-JAM54-S31-390MR, LR4-60HPB-350M, CS3W-450MS (1000V), TSM-330DD06M.05(II), or Q.PEAK DUO ML-G10+ 395. Depending on the panel picked by the design team, the total amount of panels may increase/decrease but your system size will remain in the parameters outlined in Section 4 of this agreement).
Additional Components:	
Contract Price:	\$56,325.51

2. LIST OF DOCUMENTS INCORPORATED INTO THE AGREEMENT. This Agreement includes all of the terms and conditions herein, any duly executed Change Orders, two (2) copies of the Notice of Cancellation, and any executed Addendums.

3. APPROXIMATE START DATE AND APPROXIMATE COMPLETION DATE. The construction and improvement work to be performed under this Agreement is anticipated to be commenced on the approximate date indicated below, as long as any required building permits are received and any agreed upon downpayment is received by Contractor. The work shall be “Substantially Completed” by approximately the date indicated below, subject to Permissible Delays (as defined in this Section). For purposes of this Agreement, Contractor will have started work once it has begun performing the Work and the Work will be Substantially Completed when all construction work is completed so the System can be beneficially used for its intended purpose. By way of information and clarification, as part of the Work described below, it is

estimated that within four (4) days of execution of this Agreement, Contractor will initiate acquisition of surveys and shortly thereafter, initiate design/engineering and permitting.

Approximate Start Date:	August 09, 2023
Approximate Completion Date:	August 14, 2023

Notwithstanding anything in this Agreement to the contrary, Contractor shall be excused from any delay in the commencement and completion of the Work to be performed under this Agreement due to "Permissible Delays". For purposes of this Agreement, a "Permissible Delay" constitutes a delay in the commencement or completion of the Work due to the acts or omissions of Customer or of Customers' agents, employees or independent contractors, actions or omissions of government 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, Customer's requests, Customer'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, material shortages, embargoes, labor disputes, acts of war, pandemics, epidemics, or excessive inflation.

4. DESCRIPTION OF THE PROJECT AND SIGNIFICANT MATERIALS TO BE USED/INSTALLED.

Contractor shall install the solar power generating facility and its components (the "System") as described above, which includes: (i) design, supply and installation of all photovoltaic panels, inverter(s), AC & DC disconnects, wiring, conduit and overcurrent protection, and racking placement; (ii) obtain necessary permits; (iii) provide all labor, material, equipment, supervision and delivery to furnish and install the entire System as specified under the terms of this Agreement; (iv) coordinate building, electrical and utility inspections; (v) cover any necessary drywall repair and paint work related to the installation of the System; (vi) start-up and test the completed System; and (vii) and additional work as described above. All such work is referred to herein as the "Work."

Customer understands and acknowledges that the System Size as set forth above in Section 1 is not exact, but an approximation of the final System Size to be installed and that the actual System Size upon final installation may deviate from the estimate set-forth above in Section 1. Contractor will ensure that the actual System Size installed on the Property as part of the Work is within at least five (5%) of the estimated System Size listed in Section

5. PROJECT SPECIFIC EXCLUSIONS. In addition to items listed in Section 9(e). The following materials and services are excluded from the Work:

Removal of existing PV or water heater solar. Cell Cards (wifi is required for monitoring the system).
--

Consumption Monitoring (CTs).

6. CONTRACT PRICE. The Contract Price of the Work shall be **\$56,325.51**, subject to additions and deductions pursuant to any change order agreed upon in writing by the Parties. The Contract Price includes sales tax. All payments not received by the dates specified in Sections 7 and 8 shall incur interest of (a) one percent (1%) per month or (b) the highest amount allowed by law, whichever is less.

7. DOWNPAYMENT. If Customer is paying all cash (no financing) then a downpayment of \$1,000 is due at signing of this Agreement.

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

8. SCHEDULE OF PROGRESS PAYMENTS.

- a. If partially financed, the Amount Financed (\$ Na) and any remaining Cash owed (\$ Na) is due upon installation of the System.
- b. If not-financed then Customer is paying all cash and Customer shall pay Contractor according to the schedule below:

Down Payment (due upon execution of the Agreement)	\$1000.00
80% of Contact Price (due upon installation of the System)	\$ _____
Remaining balance of Contract Price (due upon receipt of Permission to Operate (“PTO”))	\$ _____

“The schedule of payments must specifically describe each phase of work, including the type and the amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed payment, *IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED; HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.*”

9. RESPONSIBILITIES AND CHANGES IN WORK.

- a. Contractor Responsibilities. Contractor’s Work shall be approved by the local jurisdiction’s building department (or similar agency), if required by law. If applicable, building and electrical permits and the interconnection agreement are included in the Contract Price. Contractor may need to substitute materials based on availability and will provide notice to Customer if the substituted material is not equivalent to the equipment listed in the Work. Contractor shall design the System based on the technical requirements of the materials and the location of the Property. The Work does not include a professional engineer’s review unless required by the applicable building department as of the Effective Date.
- b. Customer Representations and Additional Responsibilities. Customer shall provide Contractor with access to Property to perform the Work. Customer shall provide internet access if required for the monitoring equipment. Customer represents that every person or entity with an ownership interest in the Property has consented to the Work (e.g., Homeowner’s Association or joint Property owner). Upon Contractor’s request, Customer shall promptly provide documentation or approval required for Contractor to perform the Work, including but not limited to signing off on the utility and finance company approvals and paperwork.
- c. Change Orders. Either party may request a change to the Agreement by sending a proposed Change Order to the other party. The other party shall approve or disapprove of such proposed Change Order within three (3) business days of receipt. All changes in the Work authorized by a duly executed Change Order shall be performed in accordance with the terms of this Agreement. Extra Work and Change Orders become part of the Agreement once the written Change Order is signed by the Parties prior to the commencement of Work covered by the Change Order. The Change Order shall describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the Change Order will have on the schedule of progress payments. Customer may not require Contractor to perform extra Work without providing prior written authorization in the form of a Change Order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for Work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
- d. Concealed Conditions. Customer represents and warrants that Customer knows of no concealed or other conditions at, on, or beneath the Property that may interfere with the Work. Customer acknowledges and agrees that Contractor has not conducted a visual inspection of the Property prior to the Effective Date. In the event Contractor discovers any conditions, whether concealed or not, at the Property that will delay or prevent completion of the Work, Contractor may suspend work upon notice to Customer. Contractor shall submit a proposed Change Order to Customer with any additional work and associated costs required to remedy each discovered condition. If Customer does not approve the proposed Change Order, Contractor may, without prejudicing its other remedies, terminate the Agreement upon written notice and Customer shall pay Contractor for Work performed (including materials ordered) as of the notice date, plus reasonable demobilization costs. Upon termination, Contractor shall be relieved from all other duties under this Agreement. Customer has a duty and obligation to disclose and notify Contractor, in writing, of all known, unpermitted structures or alternations on the Property.

e. Exclusions to Solar Work. Unless otherwise specifically stated in Section 4, Contractor shall not be responsible for the following: (1) relocating Customer's personal property; (2) removal and/or disposal of hazardous material as defined by the federal or state law; (3) electrical panel or service upgrades (4) repair of sub-standard roof; (5) structural framing or remediation work; (6) painting of conduit or structural items; (7) work required by changes in law; (8) testing, removal and replacement of mold, fungus, mildew or insect infestation; (9) any tests required by any utility or governmental authority; (10) Homeowner Association fees or costs; (11) professional engineering services; and (12) work required to meet the requirements of Title 24 of the California Building Standards Code.

f. Increase in Price of Modules. In the event (i) construction has not commenced within six months of the Effective Date, and (ii) module and inverter prices have increased after the Effective Date, Contractor may increase the Contract Price to include the then-current price for said equipment. Contractor shall provide substantiating documentation to demonstrate and validate any increase in equipment price.

g. Access Rights. Customer grants to Contractor and its subcontractors the right to access all of the Property for the purposes of (a) designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System, and performing Contractor's obligations under this Agreement; (b) installing, testing and maintaining electric lines and inverters and meters, necessary to interconnect the System to the Customer's electric system at the Property and/or to the utility's electric distribution system; or (c) taking any other action reasonably necessary in connection with designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System; or (d) repair of any damage to roof, wall or any part of the property determined by Contractor to be caused by the installation of the System. This access right shall continue for up to ninety (90) days after the termination of this Agreement. Contractor shall provide the Customer with reasonable notice of its need to access the Property whenever reasonable. During the time that Contractor has access rights the Customer shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

h. Removal of Hazardous Materials. The Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. The Customer shall be responsible for removal and any costs incurred of hazardous materials, including asbestos, PCBs, petroleum, or hazardous waste material uncovered or revealed at the Property. If any hazardous materials are discovered, Contractor may immediately cease all the Work in connection with such hazardous condition(s) in any affected area(s). Contractor shall not be required to resume the Work until the Customer delivers written proof of all required local building authority permits related to: (i) specifying that such condition(s) and all affected area(s) have been rendered safe by the building authorities for the resumption of Work, or (ii) specifying any special conditions under which the Work may resume safely.

i. Title & Risk of Loss. Title to the equipment and materials supplied by Contractor will remain with Contractor and not pass to Customer until all sums due under the Agreement have been paid. Contractor may, at its options, 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. Upon the Customer's payment of the Contract Price, legal title and ownership of the System shall pass to the Customer. Customer 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.

10. **LIMITED WARRANTIES.**

a. Solar Workmanship Warranty & Exclusions. Contractor warrants its work against original defects in material or workmanship in the Work ("Solar Workmanship Warranty") for a period of twenty-five (25) years (the "Warranty Period") from Substantial Completion. Notwithstanding anything to the contrary contained in this Agreement, (i) Contractor hereby assigns the manufacturer's warranties for the panels, inverters, racking and monitoring equipment to Customer; (ii) the terms and conditions of such manufacturer's warranties shall govern any manufacturer's defects to such panels, inverters and monitoring equipment; and (iii) the Parties hereby agree that the Solar Workmanship Warranty specifically excludes the panels, inverters, racking and monitoring equipment. The manufacturer warranties for such equipment are in lieu of and not in addition to Contractor's warranty obligations and any claims for defect in workmanship or otherwise related to or arising from those materials are excluded from Contractor's warranty obligations. In the event a panel, inverter, rack, monitoring equipment, or the like fails and is replaced by the manufacturer pursuant to the manufacturer's warranty, Customer may offer to hire Contractor to install such equipment or component at Contractor's then ordinary and customary installation fee then in effect or Customer may hire another installer to install such equipment or component at Customer's expense. Repair or replacement is the exclusive remedy of

Customer under this limited warranty. 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 specific power output, which is exclusively covered under the module manufacturer warranty. Contractor does not make any promises or guarantees about any return-on-investment variables related to the System, including but not limited to, issues related to utility rate increases, home resale value, maintenance costs, performance degradation, home energy needs, and System output. Lest there be any doubt, Contractor makes no warranties for work or materials provided by third-party contractors that have contracted directly with Customer.

b. **Roof Damage and Water Infiltration Warranty.** Contractor warrants Customer's roof against damage and water infiltration at each roofing penetration made in connection with the installation of the system for a period equal to the lesser of: i) twenty (20) years from the installation of the System; or ii) the remaining useful life of the roof as of the time of Substantial Completion reduced by five (5) years. Contractor will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting from any water infiltration covered under this warranty. **Customer understands and accepts that any roof penetrations necessary to complete installation of the System may void any existing warranty of the roof manufacturer or roof installer.**

c. **Warranty Exclusion.** The Solar Workmanship Warranty and the Roof-Damage and Water Infiltration Warranty shall only apply if Customer makes a written claim on such warranties, in writing, to Contractor within thirty (30) days after termination of the applicable warranty period and no later than two months after discovering the condition or defect upon which such claim is based, as allowed by law. The Solar Workmanship Warranty and the Roof-Damage and Water Infiltration Warranty excludes the following conditions: (i) failure to properly operate or maintain the System in accordance with printed instructions provided with the 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, Customer 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, 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. Customer acknowledges and agrees that the performance of the System may vary due to weather, atmospheric conditions, System shading, or other similar factors. The System is not guaranteed against such conditions.

d. **Limitations on Warranties and Damages.** EACH OF THE LIMITED SOLAR WORKMANSHIP WARRANTY AND THE LIMITED ROOF DAMAGE AND WATER INFILTRATION WARRANTY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ANY IMPLIED WARRANTIES ARE WAIVED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. THESE LIMITED WARRANTIES EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

e. **LIMITATION OF LIABILITY.** CONTRACTOR'S SOLE LIABILITY, AND CUSTOMER'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 WITHIN SUCH PERIOD COMMERCIALY REASONABLE ACCORDING TO INDUSTRY STANDARDS AFTER WRITTEN REQUEST BY OWNER.

11. DEFAULT & REMEDIES

a. **Default by Contractor & Remedies.** In the event that Contractor materially violates any of the provisions of this Agreement, Customer shall give Contractor written notice of the breach. If Contractor fails to cure the breach within ten (10) days from receipt of such notice, Customer may terminate this Agreement upon written notice to Contractor. provided Customer's sole remedy shall be reimbursement of any money paid to Contractor.

b. **Default by Customer & Remedies.** Customer shall be in breach or default of this Agreement in the event Customer: (i) fails to make payments when due under Section 8 or under any other provision of this Agreement; (ii) materially violates any of the provisions of this Agreement; (iii) refuses to sign any necessary paperwork or approvals as may be required for permitting or by the utility or finance company so as to enable full functionality

of the System; iv) provides or has provided any false or misleading financial or other information to obtain this Agreement; v) conceals or fails to disclose known unpermitted structures or alterations on the Property; or vi) willfully refuses to obtain proper permits on unpermitted structures or alterations or otherwise cure or remedy issues related to unpermitted structures or obligations. Upon Customer's breach of Contract, Contractor may immediately suspend work upon written notice to Customer. If Customer fails to cure the breach within the ten (10) days after receipt of such notice, Contractor may, without prejudicing any other remedies it may have, terminate the Agreement upon written notice to Customer and recover payment for all completed Work and materials ordered through the date of stoppage, and reasonable demobilization costs, plus 15% profit thereon. Upon termination, Contractor will be relieved from all other obligations under to this Agreement.

c. Additional Remedies in the Event of Early Termination. Customer agrees and acknowledges that any cancellation of the Agreement by Customer after the right of rescission as expired constitutes a material breach of this agreement which will require Customer to pay Contractor damages and that Contractor shall be entitled to retain the deposit, which deposit shall be applied against Contractor's damages. If you cancel the Agreement after the right of rescission has expired, and before commencement of construction, Contractor may recover from you the amount of expenses incurred to that date (such as labor costs, design and permitting costs, and materials purchased) plus loss of profits. If you cancel the Agreement after commencement of construction then in addition to the costs and damages mentioned immediately above, you will also be responsible for the cost of the panels, conduit and any other equipment installed on the Property, plus loss of profits. In addition, Customer acknowledges that if a portion of the Contract Price is financed, that a late cancellation of this Agreement will cause the incursion of various lender finance charges (which finance charges can total 20% of the financed amount) which, if paid by Contractor, will constitute part of Contractor's damages.

d. Multiple Remedies. By choosing any one or more of the remedies set forth in this Agreement, Contractor does not forfeit its right to use any other remedy. The rights and remedies of Contractor hereunder are cumulative and not exclusive of any remedies provided at law or in equity.

12. INDEMNIFICATION AND CAP ON LIABILITY.

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

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

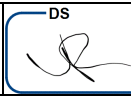
c. Waiver of Consequential Damages. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, POWER INTERRUPTION, OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY.

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

laws of the State of California and shall be conducted in Fresno County, State of California. The prevailing Party, as determined by the arbitrator shall be entitled to an award of reasonable attorney fees.

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

Customer's Initials:	DS 
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Co-Signer's Initials:	DS 
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14. **LEGAL NOTICE INSURANCE.** (Calif. Business & Professions Code §7159(e)(1) – (2)).

- a. Commercial General Liability Insurance (CGL): Contractor carries commercial general liability insurance written by ProSight Specialty Insurance. Customer may call Billie Jean Brown at 559.241.7997 to verify such coverage.
- b. Workers Compensation Insurance: Contractor carries workers' compensation insurance for all employees. The policy is held with StarNet Insurance Company (Policy #BNUWC0149791). Customer may call State Compensation Insurance Fund at 800.673.2465.

15. **MECHANICS LIEN WARNING.** (Calif. Business & Professions Code §7159(e)(4)). Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (3152). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

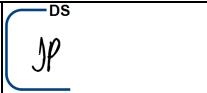
16. **NOTICE TO CUSTOMER ABOUT CSLB.** (Calif. Business & Professions Code §7159(e)(5)).

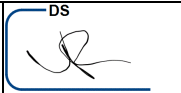
Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary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

For more information:
Visit CSLB's website at www.cslb.ca.gov

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

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

Customer's Initials: 

Co-Signer's Initials: 

17. **GENERAL NOTICE TO THE CUSTOMER AND GENERAL PROVISIONS.** Do not sign the Agreement before you read it or if it contains any blank fields. You acknowledge that you have received and read a legible copy of the Agreement signed by the Contractor, including all the terms and conditions therein included, before any Work was done. Upon satisfactory payment being made for any portion of the Work performed, the Contractor, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to California Civil Code Section 3114 for that portion of the Work for which payment has been made.

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

19. **RIGHT TO SUBCONTRACT.** Contractor shall have the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third party (a "Subcontractor"). In all cases, Contractor shall be responsible and liable for the acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Contractor or its employees, and shall be responsible for all fees and expenses payable to any Subcontractor. Lest there be any doubt, as set forth in any addendum, any re-roofing, roof-repairs, patchwork or insulation work (as the case may be) is provided by third party contractors who will contract directly with Customer and are not subcontractors of Contractor.

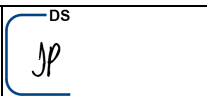
20. **UNPERMITTED STRUCTURES AND ADDITIONAL CUSTOMER OBLIGATIONS.** Any and all unpermitted structures or alterations on the Property, whether or not known to the Customer, are Customer's responsibility and Customer is responsible for the costs and process of either permitting such structures/alterations or removing such structures/alterations as may be necessary so as to enable Contractor to complete the Work. Contractor has no liability or responsibility related to unpermitted structures/alterations. Lest there be any doubt, Customer has an affirmative obligation to remedy and cure, at Customer's cost and expense, any unpermitted structures/alterations on the Property which impair or impede Contractor's ability to complete the Work.

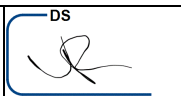
21. **MISCELLANEOUS.** The parties agree and acknowledge that this Agreement does not create an agency or partnership relationship and Contractor shall perform and execute the provisions of this Agreement as an independent contractor. Neither party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties. Notwithstanding the foregoing, Contractor may, without consent of Customer, assign this Agreement to affiliate of Contractor. This Agreement supersedes any prior or contemporaneous agreement, either written or verbal. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent. Customer has the right to require contractor to have a performance and payment bond covering the work described herein.

22. **“THREE DAY,” OR “FIVE-DAY” FOR PEOPLE 65 YEARS OR OLDER, RIGHT TO CANCEL. (Calif.Business&ProfessionsCode§7159(e)(6)). 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 or fifth day, as applicable, after the date you sign this Contract.**

IF YOU CANCEL AFTER THE THREE-DAY (OR FIVE-DAYS IF APPLICABLE) RIGHT TO CANCEL PERIOD, CONTRACTOR, WITHOUT PREJUDICING ANY OTHER REMEDIES IT MAY HAVE, MAY RECOVER PAYMENT FOR ALL COMPLETED WORK AND MATERIALS ORDERED THROUGH THE DATE OF STOPPAGE, AND ANY OTHER REASONABLE DEMOBILIZATION COSTS.

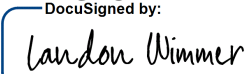
The law requires that Contractor gives you a notice explaining your right to cancel. Initial the checkbox if Contractor has given you a “Notice of the Three Day or Five Day For People 65 Years or Older, Right to Cancel.”

Customer’s Initials: 

Co-Signer’s Initials: 

IN WITNESS WHEREOF, the Parties hereby agree to this Agreement and all of the terms contained herein.

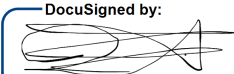
CONTRACTOR

DocuSigned by:
By:  Date: 5/18/2023
C8C982944B40457
Landon Wimmer, President

Salesperson Name: Zant Doty Registration #: 121362

DocuSigned by:
Salesperson Signature:  Date: 5/15/2023
27CA78E3D3174C2...

CUSTOMER

By:  **Date:** 5/15/2023

A8C9111CC165409...

Customer

By:  **Date:** 5/15/2023

F9C0343795A7474...

Co-signer

**NOTICE OF
“THREE-DAY”, OR “FIVE-DAY” FOR PEOPLE 65 YEARS OR OLDER, RIGHT TO
CANCEL**

You, the buyer, have the right to cancel this contract within three business days. If you are 65 years of age or older, you have five 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 mid-night 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 it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

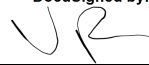
My signature below acknowledges receipt of this Notice of Three-Day (or Five-Days if applicable) Right to Cancel and two (2) copies of the form Notice of Cancellation.

SIGN HERE TO ACKNOWLEDGE RECEIPT OF THIS NOTICE.

DocuSigned by:

A8C9111CC165409...
CUSTOMER SIGNATURE

5/15/2023
DATE OF SIGNING

DocuSigned by:

F9C0343795A7474...
CO-SIGNER SIGNATURE

5/15/2023
DATE OF SIGNING

NOTICE OF CANCELLATION
(Calif. Business & Professions Code §7159(e)(6))

Date of Transaction: May 15, 2023

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

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

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to **EMPOWER SOLAR, INC.**, 1300 E Shaw Ave., Suite 173, Fresno, California 93710 no later than midnight of **May 31, 2023**.

I hereby cancel this transaction.

Customer Signature

Date

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

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

Date of Transaction: May 15, 2023

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

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

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to **EMPOWER SOLAR, INC.**, 1300 E Shaw Ave, Suite 173, Fresno California 93710 no later than midnight of **May 31, 2023**.

I hereby cancel this transaction.

Customer Signature

Date

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



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: \$105,120.71.

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.



Taking Charge of Your Energy

\$0.00

Upfront Payment

4.99%

Rate

25 Years

Term

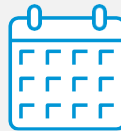
\$237.37

Monthly Bill

With this agreement EverBright provides you the following



The latest clean energy technology with no up-front cost and real savings.



Fixed, predictable payments for clean, on-demand power, so you have control of your home energy needs.



We provide a simple process for transferring the agreement to a new homeowner if you sell your home.

Your System is designed to save you money

10.14 kW

System Size

13,793 kWh

Estimated Year 1 Production

10,500 kWh

Estimated Annual Usage

131.36%

Estimated Offset

Your estimated 1st year of solar production equals:

15,586 pounds of coal burned



About EverBright: Energy is everywhere. Enjoy it without limits. EverBright empowers you to take control of your energy, eliminate uncertainty, and save money by producing and storing your electricity. At EverBright, we believe you should have the freedom to choose how and when you enjoy your energy.



California Solar Security Agreement

May 15, 2023

Buyer name:

Jade Perez

Contractor license number:Empower Solar, Inc.
CA#1057693**Co-buyer name (if any):**

Veronica Robinson

Contractor's address:1300 East Shaw Avenue #173
Fresno, CA 93710**Installation address:**2782 STORY AVE
MERCED, CA 95340**Salesperson HIS number:**Richard Linares
140780 SP

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of \$0.00
5.49%	\$48,795.20	\$56,325.51	\$105,120.71	\$105,120.71

All numeric disclosures except this late payment disclosure are estimates.

Annual Percentage Rate: The Annual Percentage Rate ("APR") stated above applies if you do not elect to pay via recurring ACH payments and electronic statements. See "Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures" below.

Security. You are giving a security interest in the System you are purchasing.

Late Charge. If a payment is not received within fifteen (15) days after it is due, you will be charged the lower of \$15 or the maximum amount permitted by law.

Prepayment. If you pay off early you will not have to pay a penalty.

See the rest of this Agreement for additional information about finance charges, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

PAYMENT SCHEDULE

Number of Payments	Amount of Each Payment	When Payments Are Due
18	\$250.04**	Monthly, beginning one (1) month after the In-Service Date
281	\$356.81**	Monthly, beginning 19 months after the In-Service Date
1	\$356.38**	300 Months after In-Service Date

***All payment amounts and date of last payment are estimates*

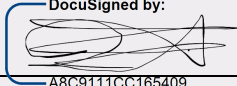
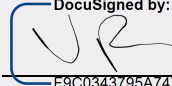
Buy Down Payment. If you choose to make the "Buy Down Payment" of \$16,897.65 (as described in Section 1 below), then your monthly payment for scheduled payments 19--300 will remain approximately the same as your monthly payment for scheduled payments 1-18. The "Buy Down Payment" will also reduce your Total of Payments and can reduce your Finance Charge indicated above.

**BY SIGNING BELOW, YOU AGREE THAT YOU:**

- Are eighteen (18) years of age or older;
- Are either a United States resident or are not exempt from paying Federal U.S. income taxes;
- Unless signing as a co-signer, are the owner of legal title to the home and that every person or entity with an ownership interest in the home has agreed to be bound by the terms of the Agreement;
- Have understood that EverBright R1, LLC ("EverBright"), the intended initial assignee of this Agreement as described in Section 18 below, has the right to obtain and use your consumer report;
- Agree that EverBright will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of this Agreement;
- Acknowledge that EverBright will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your local utility; and
- Acknowledge that you have been advised of your right to cancel this Agreement.

YOU AGREE THAT YOU HAVE REVIEWED ALL OF THE DISCLOSURES AND PROVISIONS CONTAINED IN THIS AGREEMENT. FURTHERMORE, YOU ATTEST THAT YOU HAVE RECEIVED THE FEDERAL TRUTH-IN-LENDING DISCLOSURES.

Your Signature(s)

Buyer's Name:	Jade Perez	Co-Buyer's Name (if any):	Veronica Robinson
	DocuSigned by:		DocuSigned by:
Signature:		Signature:	
	A8C9111CC165409...		F9C0343795A7474...
Date:	5/15/2023	Date:	5/15/2023

INTRODUCTION

You, the Buyer and any Co-Buyer named above, are agreeing to buy the photovoltaic electric system consisting of photovoltaic modules, inverters, mounting system, monitoring equipment, and, if applicable, a battery storage system (the "System"), and, as applicable, other goods and services (the "Additional Goods and Services", and collectively with the System, the "Project"). Both the System and the Additional Goods and Services are more fully described in the Home Improvement Agreement identified by the Contract ID stated above (the "Home Improvement Agreement"). In the event of any conflict between this Agreement and the Home Improvement Agreement, this Agreement will govern. You may buy the Project for cash (including without limitation cash loan proceeds from a third-party lender chosen by you) or on credit (through installment payments described in the preceding Truth-in-Lending Disclosures). The cash price for the Project (including the costs of installation) is shown on the "Itemization of the Amount Financed" attached to this retail installment contract (the "Agreement") as "Total Cash Price." By signing below, you represent that you have been quoted only one Total Cash Price for the Project.

In connection with the Home Improvement Agreement, you also are entering into an agreement providing for certain operation and maintenance services and warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement").

The credit price is shown in the Truth-in-Lending Disclosures as the "Total Sale Price." By signing this Agreement, you choose to buy the Project on credit as described in this Agreement.

You understand that the Contractor may transfer this Agreement to another person. In this Agreement, the words "we," "us" and "our" refer to the Contractor named above, and any subsequent assignee of this Agreement. "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly. Unless you are a "Covered Borrower" protected by the Military Lending Act or you opt-out of the arbitration provision in Section 20, this Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The Project will be located at the Installation address listed above (your "Property" or your "Home") and includes all applicable accessories, mounting hardware and attachments, as described more fully in the Home Improvement Agreement between you and the Contractor. The Additional Goods and Services may be home improvements or other goods and services that may be related or unrelated to the System or warranty or service contract products. Please see the Home Improvement Agreement for more information.



Terms and Conditions

1. Payments

Promise to Pay. You promise to pay \$56,325.51, the Amount Financed shown in the Truth-in-Lending Disclosures. The Amount Financed is also referred to in this Agreement as the "Principal." In addition, you promise to pay finance charges on unpaid Principal at the annual rate of 5.49%, unless you qualify for a discounted finance charge rate as provided in the "Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures" section, in which case the lower annual rate provided for in that section applies.

Finance charges will begin to accrue on the unpaid Principal beginning on the In-Service Date. Finance charges will continue to accrue thereafter for each day we are owed any Principal under this Agreement. The "In-Service Date" is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy; (ii) all permits necessary to operate the System have been obtained (iii) the System has been interconnected with the local utility's electric grid; (iv) all inspections have been conducted; and (v) back-up documentation and certificates required under applicable law or by the local utility have been provided to EverBright.

Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures. The APR will be 5.49% (the "Base Rate"). However, if you opt in to recurring ACH payments and electronic statements, the APR will be 4.99% (the "ACH Rate"). For example, assuming you make no prepayments, if you choose to opt-in to recurring ACH payments and electronic statements, your estimated monthly payments would be \$339.25 instead of \$356.81. If, after opting in to recurring ACH payments, you later elect to opt out and pay via check (as detailed in "Making Your Payments" below), we reserve the right to increase the applicable APR from the ACH Rate to the Base Rate.

Covered Payment Dates. You will pay Principal and finance charges for an estimated 300 monthly installments (the "Term"), with each payment being due on a specified date (the "Payment Due Date"). The first Payment Due Date will be one (1) month after the In-Service Date. All other required monthly payments will be due on the same day of each following month as the first Payment Due Date; provided, if the first Payment Due Date is the last day of the month and such date does not exist in all subsequent months, then each subsequent Payment Due Date shall be the last day of the applicable month. For example, (i) if the In-Service Date occurs on March 17, the first Payment Due Date will be no earlier than April 17 and (ii) if the due date for the first Payment Due Date is May 31, then the due date for the second Payment Due Date will be June 30. We will send you written notice of the first Payment Due Date and amount after the In-Service Date.

How Payments are Calculated and Applied. We will apply payments, including without limitation required monthly payments, the Buy Down Payment as described below (if any), any optional prepayments, and other amounts we receive in any lawful manner we choose. Normally, we apply payments first to finance charges, next to fees and last to Principal, and generally apply payments to past due amounts prior to amounts that are not past due.

We have provided you with a payment schedule in the Truth-in-Lending Disclosures. On each Payment Due Date, you will pay at least the Total Amount Due under this Agreement. The "Total Amount Due" will be the sum of all past due amounts plus your current scheduled monthly payment and any applicable fees. The "Total Amount Due" on your final Payment Due Date equals the entire outstanding balance under this Agreement. You agree to make all payments in U.S. dollars. Because finance charges accrue for each day we are owed any Principal, if we do not receive all of your required monthly payments on or before their exact scheduled due dates, the final payment amount may be more than the final payment disclosed in the Truth-in-Lending Disclosures.



Accrual. Finance charges will accrue on the Amount Financed beginning on the In-Service Date. Finance charges will continue to accrue until the final Payment Due Date or until all amounts owed under this Agreement are paid in full, whichever is earlier. However, finance charges will never exceed the Finance Charge set forth in the Truth-in-Lending Disclosures or the highest amount permitted by applicable law. Unpaid finance charges will not be added to the Principal. To the extent permitted by applicable law, finance charges on your Amount Financed will be calculated on a 30/360 basis. For any partial month, finance charges accrue based on the actual number of days the Principal is outstanding for such partial month. If you make payments late, more finance charges will accrue, and the total finance charges you pay over the term of your Agreement will be higher. If you make your payments early, fewer finance charges will accrue, and the total finance charges you pay over the term of your Agreement will be less. Finance charges accrue between the In-Service Date and your First Payment Date. The amount of your final payment will change based upon the dates and amounts of your monthly payments and whether you make any voluntary prepayments.

Buy Down Payment. Before the eighteenth (18th) Payment Due Date, you may choose to make an additional payment of \$16,897.65 (the "Buy Down Payment"). At least thirty (30) days before it is due, we will notify you of the optional Buy Down Payment amount, as well as the amount of your nineteenth (19th) and all future payments if you choose to make the Buy Down Payment. If you choose to make that Buy Down Payment, you must either separately authorize that payment from your bank account, or you must make that payment in the form of a check sent to us at our address on your invoice, so that we receive the payment by the Payment Due Date. You must also make your scheduled monthly payment along with that Buy Down Payment.

Your remaining scheduled monthly payments will then be approximately the same amount as your initial eighteen (18) monthly payments.

For more information about your scheduled payments, and how making the Buy Down Payment will affect your scheduled monthly payments, see **Schedule 1**.

Making Your Payments. Monthly payments are payable (i) by automatic withdrawal from your bank account or (ii) by check drawn on a United States bank account. By providing your automatic payment information where indicated on **Schedule 2**, you agree to make all monthly payments through an automatic payment from your bank account. Alternatively, if you choose to make your monthly payments in the form of a check, you agree to send monthly payments to us at the address shown on **Schedule 2** or to any other address or person specified in a written notice we send to you.

You acknowledge that it is your responsibility to ensure that automatic payments are made on time. If you do not have sufficient funds in your account, or your bank has placed a hold on your account, the payment may not be made on time. In addition, you may also incur late charges as outlined in Section 4 below and return payment charges as outlined in Section 5 below.

Tax Credits and Other Incentives. You may be eligible for a federal and/or state investment tax credit. You acknowledge that to realize the benefits of such investment tax credits, you must have federal and/or state income tax liability that is at least equal to the value of the credits. We are not financially responsible for your receiving any particular amount of tax credits related to any portion of the Project and nothing in this Agreement or the Home Improvement Agreement is intended to be used, or may be used, as tax advice. Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. In order to determine your eligibility for any investment tax credits, rebates, or incentives, you should make an independent assessment or consult with your independent advisors.

The tax credit, rebate, and incentive calculations that Contractor provides are only estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to you or the System. Actual tax credit, rebates and incentive amounts may vary based upon eligibility requirements and funding availability.

Your payment obligations under this Agreement are not affected by the actual amount of tax credits, rebates and/or incentives you receive or are eligible to receive.



2. Prepayments

You may prepay in full or in part amounts due under this Agreement at any time before those amounts are due without penalty. A "prepayment" is any amount paid in excess of the total amount due at the time of payment. Other than the Buy Down Payment as described in Section 1 above, if you prepay some but not the entire amount due under this Agreement (each such prepayment, a "Partial Prepayment"), the Partial Prepayment will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule; provided, if you make any Partial Prepayments prior to the eighteenth (18th) Payment Due Date, those Partial Prepayments may result in lowering the amount of the remaining monthly payments, beginning with the nineteenth (19th) payment.

3. Warranty

Certain System components are covered under the applicable equipment or manufacturer's warranty as provided in the Warranty Agreement. No portion of the Project is warranted except as set forth in the Warranty Agreement or as specifically required by applicable law.

We shall assume no expense, liability, or responsibility for repairs made by or for you without written authorization from us. You will comply with any requests to assist you in correcting defects or making any repairs that are covered by a manufacturer's warranty or by the Warranty Agreement.

4. Late Charge

If we do not receive a required payment within fifteen (15) days after the due date, you promise to pay a late charge of \$15 (or such lower amount as required by law). However, we will not impose any late charge for a payment if the charge is attributable solely to your failure to pay a late charge on a prior payment, so long as the payment is otherwise a periodic payment in the amount due that is received by its due date.

5. Return Payment Charge

If any check, negotiable order of withdrawal, or share draft you give us is returned unpaid by a depository institution, we will charge a returned payment charge of \$15 (or such lower amount as required by law) for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

6. Security Interest

To secure your payment obligations to us under this Agreement, you hereby grant us a first priority purchase-money security interest in: (1) the solar panels, inverters, and, if applicable, batteries included in the System, (2) any other System-related equipment that is readily detachable from your Home, (3) any System-related modifications, attachment, improvements, revisions and/or additions to such solar panels, batteries, inverters and equipment and (4) any proceeds of the foregoing (the "Collateral") and waive and abandon all personal property exemptions that might apply to the System. You and we agree that the Collateral is not difficult to remove from your Home and is not intended to be a fixture or a permanent part of your Home. You agree that you will not make the Collateral a permanent part of your Home unless and until you first pay all amounts outstanding under this Agreement. Accordingly, you agree that our security interest is a security interest in personal property and not a security interest in real property. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Collateral under the Uniform Commercial Code and not under state real estate or mortgage law.



7. Protecting the Security Interest

We may choose to file financing statements and other notices to protect our security interest from the claims of others. You irrevocably authorize us in that event to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code ("UCC") and other applicable law, in form satisfactory to us, to evidence our security interest. You agree to cooperate with us to assist us in protecting our requested security interest. You also promise in that event to pay our costs, if we prevail in any action on the Agreement, including but not limited to any reasonable attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System and this Agreement, upon our request to the extent permitted by applicable law.

8. Use of the System and the Additional Goods and Services

Until all amounts owed under this Agreement are paid in full, you promise you will:

- (i) use the Project carefully, keep it in good repair and use reasonable efforts to avoid damage to the Project;
- (ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the Project;
- (iii) only have the Project repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be cancelled or terminated, disqualify the Project from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the Project;
- (v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;
- (vi) keep the panels and modules clean;
- (vii) not modify your Home or landscaping in a way that shades the System;
- (viii) be responsible for any conditions at your Home that affect the installation and operation of the Project (e.g., not blocking access to the roof or removing a tree that is in the way);
- (ix) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System;
- (x) not remove any markings or identification tags on the Project;
- (xi) permit us, after we give you reasonable notice, to inspect the Project for proper operation as we reasonably determine necessary;
- (xii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) not do anything, permit or allow to exist any condition or circumstance that would cause the Project not to operate as intended at the Property;
- (xiv) not use the Project for any unlawful purpose;
- (xv) notify us if you think any portion of the Project is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
- (xvi) obtain our written permission before making any changes to the Project;
- (xvii) not sell, transfer or lease the Project, except for as provided in Section 18 below, or use it as security for a loan from another creditor;
- (xviii) not allow any other security interest or lien to attach to the System, whether by your action, inaction or operation of law;
- (xix) give us written notice of any third party's claim to the Project (including any part of the System) or any third party's attempt to repossess, foreclose on or sell the Project (including any part of the System), promptly after you first discover such claim or attempt;
- (xx) permit us access to data regarding your energy consumption from your utility or from electronic usage data storage sites and execute any necessary third-party access agreement for this purpose if required;



- (xxi) permit us, from time to time, to administer and operate the System to optimize your home's energy production, consumption, and, if applicable, storage, as well as for demand response, energy storage or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid (if available in your utility area), including, if applicable, using the energy stored in the batteries to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purposes;
- (xxii) return any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them;
- (xxiii) procure and maintain adequate insurance coverage for the Project (including the System);
- (xxiv) if applicable, ensure the battery settings are set to draw charge from the photovoltaic system and not to change settings from the initial installation;
- (xxv) not connect any other power generation or energy storage resource (including any backup systems) to your Home's electrical panel, including any such resource using diesel, natural gas, gasoline, propane or liquefied petroleum gas;
- (xxvi) permit the collection of monitoring data, including data regarding the System's energy production and energy consumption, and, if applicable, the battery charging and discharging, remotely or allow our personnel access to your Property to collect such monitoring data; and
- (xxvii) not tamper with, damage or modify the monitoring equipment in any way.

9. Property Taxes and Fees

You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the Project. If you do not pay the taxes or fees on the Project when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you agree to pay finance charges on those amounts at the annual percentage rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining term of this Agreement. If you refinance your mortgage, you will also be responsible for related administrative charges incurred as a result of the refinancing.

10. Default

You will be in default if: (a) we have not received two or more consecutive monthly payments in full by their payment due dates; (b) you (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the Project without our prior written consent; (c) you file a bankruptcy or similar petition or one is filed against you; (d) you sell your Home and do not pay off your obligations under this Agreement, unless you assign this Agreement consistent with Section 18 below; (e) you are in default under any loan obligation that is secured by your Home; (f) your Home is subject to a foreclosure sale; (g) your Home is taken through eminent domain; (h) you fail to pay any taxes and fees due on the Project; or (i) you, or any Co-Buyer signing this Agreement, commit fraud, fail to keep any other promise in this Agreement, breach any obligation under this Agreement or make any false or misleading representation in this Agreement or on the application relating to this Agreement.

If you are in default, when permitted by state law, we may declare the entire unpaid balance immediately due, including all accrued finance charges, late charges, and other amounts owed. We do not have to give you notice of default or notice of acceleration unless required by applicable law. If we accept a late or partial payment, we do not waive the right to acceleration under this Agreement, whether or not we have already exercised our acceleration right. If we exercise our acceleration right, finance charges will continue to accrue on the unpaid Principal at the annual percentage rate described in Section 1 above, until all amounts due under this Agreement have been paid in full.

If you are in default under the Home Improvement Agreement or the Warranty Agreement, you are also in default under this Agreement.



11. Additional Action After Default

Where permitted by law, if you are in default, in addition to the acceleration right discussed in Section 10 above, we may: (a) take possession of the System; (b) disable or disconnect the System; (c) notify the Provider under the Warranty Agreement and receive from the Provider any and all payments that otherwise would be due to you under the Warranty Agreement (e.g., power production guarantee payments); and (d) exercise any other legal or equitable remedy or right we may have when you are in default. To the degree permitted by law, you and any Co-Buyer signing this Agreement give us permission to enter and access your Property in order to take possession of the System. If we take possession of the System, we may after satisfying any applicable state required redemption period resell the System and apply the proceeds of such a resale to the amounts owed under this Agreement, as permitted by applicable law. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

You agree to pay, if we prevail in any action on this Agreement and to the extent permitted by applicable law, our attorney's fees and costs and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal. You also, as permitted by applicable law, agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your residence address, or from changing the address where the Project is kept without first obtaining our written permission. You also agree to pay our reasonable costs of repossessing, storing, preparing for sale and reselling the Project, to the extent allowed by applicable law.

12. Additional Agreements

Notice of Change. You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the Project or impact our security interest in the System.

Personal Information and Privacy Policy. Please see the Privacy Policy for EverBright (available at goeverbright.com) for more information about how EverBright collects and uses personal information. By signing this agreement, you acknowledge that you have read, understand and agree with the terms of EverBright's Privacy Policy, and that the Privacy Policy may be changed from time to time.

Monitoring and Recording Telephone Call. We and others acting on our behalf may monitor and record telephone calls between you and us regarding this Agreement

Non-Negotiable Instrument. The parties agree that this Agreement is not a negotiable instrument.

13. Each Person Responsible

Each person who signs this Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

14. Delay in Enforcing Rights

We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights



later. If we choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

15. Notices and Consent to Electronic Communications

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party agrees that a document sent via PDF is deemed to be the same as an original document.

Notices from you must include your name, your Installation address shown on page 3 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. Unless otherwise specifically required or permitted in this Agreement, we will notify you of addresses for sending email and certified or registered mail notices. We will send notices to you using the email or Installation address shown on page 3 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address.

You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the Project or this Agreement, including any notices regarding claims we may have.

16. No Oral Agreements

THIS AGREEMENT ALONG WITH ANY HOME IMPROVEMENT AGREEMENT ENTERED INTO BY YOU AND US CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND SELLER RELATING TO COST AND TERMS OF PAYMENT FOR THE GOODS AND SERVICES OUTLINED IN THIS AGREEMENT. THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING OUR AGREEMENT TO FINANCE YOUR PURCHASE OF THAT PROJECT AND YOUR AGREEMENT TO PAY FOR THE PROJECT AS DESCRIBED HEREIN, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral discussions or understandings are not binding.

17. Accuracy of Information/Credit Reports

By signing this Agreement, you represent to us that all of the information you have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your knowledge, true, complete and accurate, does not include any false or misleading information and does not omit any material, relevant information. You agree that we may obtain employment and income records, credit bureau reports on you, verify your credit references and we may check any of the information provided to us from whatever source we choose to verify it. Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself.

We may report information about this Agreement to credit bureaus. Late payments, missed payments, or other defaults on this Agreement may be reflected in your credit report.

Credit Report Notice. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.



18. Assignment

You may not assign your rights or obligations under this Agreement (including transferring this Agreement to a subsequent purchaser of your Home) without our written permission, which we may withhold in our sole discretion.

We may sell, assign or transfer our rights and obligations under this Agreement without your permission. We may sell, assign or transfer this Agreement for an amount that is more than or less than the unpaid Principal amount owed

You are entering into the Agreement initially with the Contractor identified above. The Contractor intends to assign this Agreement shortly after origination to EverBright, who will be entitled to receive all payments you make under the Agreement. Therefore, if you need to contact the owner of this Agreement for any reason, you should contact EverBright at the phone number and email address below, or at such address that you might be given in the future for communications with the holder of the Agreement. EverBright may be contacted at: 877-425-5201 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us.

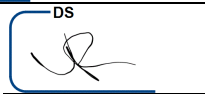
If you sell your Home, you may (i) prepay your balance due under this Agreement in accordance with Section 2 or (ii) transfer your rights and obligations under this Agreement and the Limited Warranty to the person who will be buying your Home, subject to our discretion and the limitations in this Section 18 so long as that person meets our credit requirements.

If you sell your Home, you must give us at least thirty (30) days' prior written notice. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void.

Under no condition may you transfer or sell the System independently of a sale of your Home.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 18 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Buyer's Initials:  (Initials)

Co-Buyer's Initials:  (Initials)

19. Governing Law

The laws of the state where the System is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate under Section 20 below.

20. Dispute Resolution

Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We (including our agents, representatives and designees) will send a written notice of dispute to your Installation address listed on page 3 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you



claim deficiencies in the System's installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

Arbitration. Unless you are a member of the Armed Forces or a dependent of such a member, if the parties cannot resolve any such dispute informally and if either party requests, the other party agrees to arbitrate all related disputes, claims and counterclaims arising out of or relating to this Agreement, the relationships described hereunder, the Project, or any alleged or claimed oral or other agreement related to the Project. This agreement to arbitrate extends to all claims of any nature, including, but not limited to, claims for breach of contract, tort claims, claims at law or in equity, or claims arising under statute. However, any party can bring an individual claim in small claims court. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). We will promptly reimburse you any arbitration filing fee and, except as provided in the next sentence, we will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by you or the relief sought by you is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then we will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of what you requested in the arbitration, we will reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

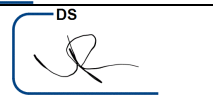
TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void (except for the jury trial waiver provision in the first sentence of this paragraph, which shall continue in full force and effect).

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than your own. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If you do not want this agreement to arbitrate under this Section 20, you must send us a signed notice within sixty (60) days after the date you become subject to this Agreement. You must send the notice in writing (and not electronically) to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408. Provide your name, the Installation address, and date. State that you "opt out" of the agreement to arbitrate under this Section 20.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS:

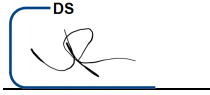
Buyer's Initials:  (Initials)

Co-Buyer's Initials:  (Initials)



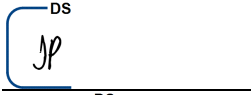
Class Action Waiver. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER BUYERS OR CO-BUYERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

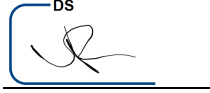
Buyer's Initials:  (Initials)

Co-Buyer's Initials:  (Initials)

21. Privacy/Publicity

You grant us the right to publicly use, display, share and advertise the photographic images, Project details, price and any other non-personally identifying information of your Project.

Buyer's Initials:  (Initials)

Co-Buyer's Initials:  (Initials)

22. Headings and Interpretation

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not a holiday on which banks in the state where the System is located are closed, a Saturday or a Sunday, and in counting a period of "business days" all such holidays, Saturdays and Sundays should be excluded.

23. Indemnity

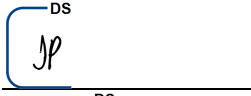
To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, successors and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses if we prevail in any action on this Agreement), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

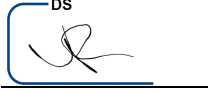
24. Calling Agreement

You agree that by signing below you consent that EverBright, its affiliates, and those acting on its/their behalf (the "Servicing Parties"), may call or text you, including by use of an automated telephone dialing system and/or a prerecorded message. The types of calls or texts you may receive include advertisements or telemarketing messages concerning our benefits and services. Calls can be made to any number you provide in connection with your application, the Servicing Parties' servicing and/or collection of amounts owed under this Agreement or any other matter, even if listed on a national or state Do Not Call registry. You understand that anyone with



access to your telephone or email account may listen to or read the messages the Servicing Parties leave or send, and you agree that the Servicing Parties will have no liability for anyone accessing such messages. You understand that consent is not a condition of the provision of services under this Agreement.

Buyer's Initials:  (Initials)

Co-Buyer's Initials:  (Initials)

25. Notice to Active Duty Servicemember and Dependents

The Military Lending Act ("MLA") provides important protections to members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed a "Military APR" of 36%. The Military APR must include, as applicable, the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (with certain exceptions); and any participation fee charged (except for a credit card account). EverBright has not charged you any of the aforementioned costs and fees in this Agreement.

Call 877-425-5201 for a statement of the Military APR and a disclosure of your payment obligations under this Agreement.

The provisions of this Section apply only to a "Covered Borrower" as that term is defined by 32 C.F.R. § 232.3(g). If any provision of this Agreement is contrary to the rights and protections afforded to you by the MLA and its implementing regulations, then the conflicting provisions are inoperative and will not apply to you or this Agreement. However, all remaining Agreement terms and provisions not proscribed or prohibited will remain in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK



26. Right to Cancel

The Home Improvement Agreement is subject to its own cancellation period. If the Home Improvement Agreement is cancelled within the cancellation period for the Home Improvement Agreement, this Agreement will be automatically cancelled.

You, the buyer, may cancel this transaction at any time prior to midnight of the TENTH business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

27. Signatures

Notice to buyer. (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

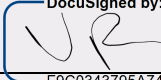
BY SIGNING BELOW, YOU ATTEST THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

Your Signature(s)

Buyer's Name: Jade Perez

Co-Buyer's Name (if any): Veronica Robinson

Signature: 
A8C9111CC165409...

Signature: 
F9C0343795A7474...

Date: 5/15/2023

Date: 5/15/2023

Empower Solar, Inc.: Landon Wimmer

Signature: 
C8C9829A4D40457...

Date: 5/18/2023

NOTICE – ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.



ITEMIZATION OF THE AMOUNT FINANCED

1. System Price (for the System including the photovoltaic solar system, and all applicable installation fees, accessories, mounting hardware, and attachments, roofing work and Additional Goods and Services purchased directly from Contractor)	\$56,325.51
2. Applicable Sales and/or Excise Taxes	\$0.00
3. Total Cash Price (sum of rows 1 and 2)	\$56,325.51
4. Optional Down Payment	\$0.00
5. Amount Financed (row 3 minus row 4)	\$56,325.51



SCHEDULE 1

ESTIMATED SCHEDULE OF MONTHLY PAYMENTS*

Payments	Buy Down Payment Made		Buy Down Payment Not Made	
	ACH	Non-ACH	ACH	Non-ACH
18	\$237.37	\$250.04	\$237.37	\$250.04
281	\$237.37	\$250.04	\$339.25	\$356.81
1	\$234.03	\$244.98	\$335.07	\$356.38

*All amounts are estimates

Buy Down Payment Amount: \$16,897.65



SCHEDULE 2

Payment Method Election Form

YOU MUST SELECT ONE OPTION ONLY BY CHECKING THE APPROPRIATE BOX AND SIGNING BELOW

Option 1: Automatic Electronic Recurring Payments

By checking this box, you acknowledge that:

1. We will provide you a monthly bill detailing the amount you owe for that billing period. Under federal law, you have the right to stop an automatic payment from your bank account, provided you give your financial institution at least three business days' oral or written notice before the scheduled payment date.
2. The actual settlement date (the date the automatic electronic payment is deducted from your bank account) will be no earlier than your payment due date as stated on the invoice. We shall bear no liability or responsibility for any losses of any kind that you may incur due to any delay in the actual date on which your bank account is debited.
3. If the due date for payments under your agreement has passed, you give us authority to withdraw two payments from your account on your next due date so that your account will be current on an ongoing basis.
4. If the due date falls on a weekend or holiday in any month, your payment will be debited the following business day.
5. In order to process automatic payments, you must have sufficient available and collected funds in your bank account on the business day before the payment due date and on the payment due date in order to cover the amount of the monthly payment that is due.
6. You must notify us immediately if the automatic payment information you provide changes.
7. We reserve the right to change these conditions at any time. Notice may be given on or with your monthly bill or by other methods. Either party may terminate this payment arrangement at any time by giving the other party written notice at least fifteen (15) days prior to the next scheduled payment date.
8. You agree to be bound by any rules your financial institution requires for automatic electronic payments. Below is your account information for the bank account at financial institution:

_____ to be used for the automatic electronic payments.

Account Number: _____

Bank Routing Number: _____

9. You are responsible for any fees your financial institution may charge you for electronic payments.
10. By signing below, you (a) authorize us to automatically deduct your monthly payments from your bank account provided above, (b) agree to the terms and conditions herein, (c) represent to us that you have obtained any required consents from other persons with an ownership interest in the bank account, and (d) represent to us that you are individual authorized to sign this automatic electronic payment authorization as an owner of the bank account and are not required to obtain anyone else's signature.

**SCHEDULE 2****Payment Method Election Form - Continued****Option 2: Check by Mail**

 x By checking this box, you acknowledge that:

1. Checks should be made payable to EverBright.
2. Checks should be sent to the address listed below for your Monthly Payment by the date the payment is due. This payment address is also listed on the bill you receive for your Monthly Payment.

Bank of America Lockbox Services
Lockbox 843033
1950 N. Stemmons Freeway, Suite 5010
Dallas, TX 75207

Fees:

Returned Payment Charge: \$15 (or such lower amount as required by law) for any check, negotiable order of withdrawal, or share draft that is returned or refused by your bank, to the extent such a charge is permitted under applicable law.

DocuSigned by:

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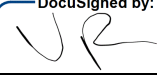
First Authorized Account Holder Signature

Jade Perez

Printed Name

5/15/2023

Date

DocuSigned by:

F9C0343795A7474...

Second Authorized Account Holder Signature

Veronica Robinson

Printed Name

5/15/2023

Date



CALIFORNIA SOLAR SECURITY AGREEMENT

NOTICE OF CANCELLATION (COPY 1)

May 15, 2023

You may cancel this transaction, without any penalty or obligation, within ten business days 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 10 days following receipt by the seller 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 at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of May 31, 2023.

I hereby cancel this transaction.

Date

Buyer's Signature



CALIFORNIA SOLAR SECURITY AGREEMENT

NOTICE OF CANCELLATION (COPY 2)

May 15, 2023

You may cancel this transaction, without any penalty or obligation, within ten business days 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 10 days following receipt by the seller 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 at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of May 31, 2023.

I hereby cancel this transaction.

Date

Buyer's Signature



Welcome Call Questions EverOwn Agreement

Welcome Call Options:

1. Installer can conduct the welcome call and upload the recording
2. Coordinate with our Support team to conduct the welcome call
 - a. Option 1 – Inbound Welcome Call – Available 6 a.m. – 8 p.m. PT; 833-830-0475 option 1.
 - b. Option 2 – Email support@myeverbright.com with the homeowner name, phone number and an exact date/time with a 2-hour window to call.

Questions	Answer Type
This call is being recorded for quality assurance purposes. May I continue with the call?	Yes or No
Am I speaking with Jade Perez or Veronica Robinson?	Yes or No
Please confirm the address where the solar system will be installed is 2782 STORY AVE, MERCED, CA 95340?	Yes or No
Are the names of both co-applicants on the account Jade Perez and Veronica Robinson?	Yes or No
Is your phone number 7073330381 or 2096584001 and is your email address Jadep@aplustree.com or Tenaciousv1217@gmail.com?	Yes or No
Thank you, note that the Contract ID number on your agreement is ea4c3058.	
Have you received and reviewed your EverOwn Agreement and Right to Cancel?	Yes or No
The term of your agreement is 25 years. Is that correct?	Yes or No
The amount that you are financing through the Agreement is \$56,325.51. Is that correct?	Yes or No
Are you aware that by making larger or additional payments before the end of the 18th month your account is active, the amount due for your subsequent monthly payments may be reduced?	Yes or No
Your agreement states that if you choose not to exercise the buydown option and you pay by ACH, you will have 18 monthly payments of \$237.37, 281 monthly payments of \$339.25, and then 1 additional payment of \$335.07. Is that correct?	Yes or No
Do you know that any projections regarding savings and future electricity prices are estimates?	Yes or No
Do you understand that you will have utility charges and may still have to purchase additional electricity from the utility?	Yes or No

Certificate Of Completion

Envelope Id: 789AAAABBEDB43D2B71AD06328B8DD28

Status: Completed

Subject: EverBright EverOwn - EverOwn Agreement for Jade Perez...

Source Envelope:

Document Pages: 62

Signatures: 17

Certificate Pages: 5

Initials: 42

AutoNav: Enabled

Envelope Originator:

EverBright Financing

Admin@goeverbright.com

Envelopeld Stamping: Enabled

IP Address: 52.38.218.180

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

5/15/2023 7:24:23 PM

Holder: EverBright Financing

Admin@goeverbright.com

Location: DocuSign

Signer Events

Zant Doty

zant@empoweryourhome.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


27CA78E3D3174C2...**Timestamp**

Sent: 5/15/2023 7:24:32 PM

Viewed: 5/15/2023 7:25:03 PM

Signed: 5/15/2023 7:36:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 107.122.81.136

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/15/2023 7:25:03 PM

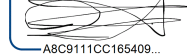
ID: be40c673-ce18-4712-b976-71f070867e5e

Jade Perez

Jadep@aplustree.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Viewed: 5/15/2023 7:38:10 PM

Signed: 5/15/2023 7:39:57 PM

Signature Adoption: Drawn on Device

Using IP Address: 71.195.166.156

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/15/2023 7:38:10 PM

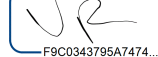
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Veronica Robinson

Tenaciousv1217@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


F9C0343795A7474...

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Signature Adoption: Drawn on Device

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/15/2023 7:41:32 PM

ID: e3a240aa-ab56-4873-9ef3-1302e79f6b85

Landon Wimmer

EverBright@mpwrsolar.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Resent: 5/18/2023 1:25:57 PM

Resent: 5/18/2023 1:53:42 PM

Viewed: 5/18/2023 1:54:59 PM

Signed: 5/18/2023 1:55:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.127.27.156

Electronic Record and Signature Disclosure:

Accepted: 5/18/2023 1:54:59 PM

ID: 92f98b8f-79eb-4f02-82a7-91bccc1eb16b

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2023 7:24:32 PM
Certified Delivered	Security Checked	5/18/2023 1:54:59 PM
Signing Complete	Security Checked	5/18/2023 1:55:16 PM
Completed	Security Checked	5/18/2023 1:55:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, EverBright, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact EverBright, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.villagra@nexteraenergy.com

To advise EverBright, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.villagra@nexteraenergy.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from EverBright, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.villagra@nexteraenergy.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with EverBright, LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to david.villagra@nexteraenergy.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify EverBright, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by EverBright, LLC during the course of your relationship with EverBright, LLC.