

SolarMax Renewable Energy Provider, Inc.
3080 12th Street
Riverside, CA 92507

sales@solarmaxtech.com
951.300.0788 Office/951.213.3099 Fax
License#: 972048

Home Improvement Contract

This agreement is made on the date written above our signatures between SolarMax Renewable Energy Provider, Inc. ("Contractor") and Randy Walker ("Owner 1"),
____ ("Owner 2").

Contractor

Any Notice of Cancellation can be sent to this address.

SolarMax Renewable Energy Provider,
Inc. 3080 12th Street, Riverside, CA 92507
License #: 972048

951-300-0788 – Office 951-213-3099 – Fax

sales@solarmaxtech.com – Email

SolarMax Renewable Energy Provider, Inc. is incorporated in the state of California.

SolarMax Renewable Energy Provider, Inc. will be referred to as "SolarMax REP" throughout this agreement.

DS


DS


Salesperson Responsible for Soliciting or Negotiating this Contract:

Name of Salesperson Dan Cooley

Registration Number of Salesperson 89158 SP

Owner

Owner 1 Randy Walker

Owner 2 _____

Address 2664 Scenic Crest Lane

City, State, Zip Corona CA, 92881

Phone Number (951) 675-2223

Email randywalker@prodigy.net

Randy Walker, _____ will be referred to as Buyer throughout this agreement.

Date this contract was signed by Buyer 5/24/2018.

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.

The Construction Site

Address 2664 Scenic Crest Lane

City, State, Zip Corona CA, 92881

Place of Business of Buyer

Company _____

Address _____

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

a. For a price identified below, SolarMax REP agrees to complete a residential solar energy system (identified as the Photovoltaic System in this agreement) for Buyer.

b. This contract is for the purchase and installation of a Solar Photovoltaic System described as follows:

Size 9.300 kW DC

Panels (31) SunSpark Technology: SST-300M USA Black GA

Inverter(s) (1) SolarEdge: SE 7600A-USS w/31 P320 Optimizers

*Monitoring System SolarEdge Monitor

Racking System and Mounting

Hardware Wiring Necessary for

Installation

Other LG Chem RESU10

Gift Card \$500

*Production Guaranty is contingent upon the Buyer(s) purchasing a monitoring system compatible with the requirements of SolarMax REP, and maintaining Internet connectivity for the monitoring system throughout the Guarantee Period. Additional information may be obtained in Section 18 Production Guaranty.

Buyer's Initials  Buyer's Initials _____

The Contract Price includes permits, engineering fees, and sales tax.

2. Contract Price

In addition to any other charges specified in this agreement, Buyer agrees to pay SolarMax REP \$ 39,372.00 for completing the Work described as the Photovoltaic System.

3. Approximate Start Date

a. Work under this agreement will begin within 30 calendar days after the following contingencies have been met.

i. Layout Plan has been approved and initialed by both Buyer and SolarMax REP.

ii. Buyer has obtained all architectural approvals from subdivision or neighborhood authorities.

iii. Buyer has furnished SolarMax REP with evidence of ownership of the property satisfactory to SolarMax REP.

iv. All appropriate building permits have been issued.

v. The contract has been signed by Buyer and SolarMax REP.

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- b. The Photovoltaic System will be considered substantially commenced when materials arrive at the Job Site.
- c. Work will be considered started when SolarMax REP or a Subcontractor retained by SolarMax REP begins final engineering work for the Photovoltaic System.

4. Approximate Completion Date

Work under this agreement will be Substantially Complete within 30 calendar days after the date construction begins.

5. List of Documents Incorporated into this Contract

This agreement incorporates by reference certain disclosures and notices required by federal and state law. The following documents are incorporated as though included in full as part of this agreement:

- Schedule of Values and Payment Schedule & Notices About Payments
- Limited Installation Services Warranty
- Checklist for Homeowners
- Information about Commercial General Liability Insurance
- Production Guaranty Estimate Form
- California Home Improvement Contract - Change Order Form
- Notice of Three-Day Right to Cancel
- Notice of Cancellation (in duplicate)
- Notice of Right to Cancel under Regulation Z (in duplicate)

6. Estimated Rebate Amount and Actual Rebate Amount

- a. The following is an explanation of the Estimated Rebate Amount. The Estimated Rebate Amount is \$ 0.00 and is applied for with the appropriate governmental agency or public utilities commission. SolarMax REP has used its best effort to arrive at the Estimated Rebate Amount. The Actual Rebate Amount issued under the rebate program may be more or less than the Estimated Rebate Amount.
- b. Because the Agreement Price is adjusted for this Estimated Rebate Amount, Buyer agrees to forward the Actual Rebate Amount when received to SolarMax REP. Buyer further agrees to cooperate in good faith, at no cost to SolarMax REP, as necessary, to enable SolarMax REP to obtain the full Actual Rebate Amount.
- c. If the Actual Rebate Amount is more than the Estimated Rebate Amount, SolarMax REP will (1) refund the difference to Buyer upon receipt of the Actual Rebate Amount, or (2) if Buyer has financed the purchase of the Solar Panel System with SolarMax REP, SolarMax REP will refund the difference to any finance balance owed.
- d. If the Actual Rebate Amount is less than the Estimated Rebate Amount, Buyer agrees to pay the shortage to SolarMax REP upon demand.

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7. **Scope of Work**

- a. SolarMax REP will design, engineer and construct the Photovoltaic System as required by the Contract Documents and all applicable laws, regulations and ordinances. SolarMax REP will be responsible for all means, methods, techniques, sequences and procedures used to complete the Photovoltaic System.
- b. During the period of construction, and whether the result of negligence or otherwise, SolarMax REP shall be liable to Buyer for damage done to the property of Buyer by SolarMax REP or anyone working under the direction of SolarMax REP. This liability for damage does not include: (1) Damage covered by insurance, (2) Damage due to the negligence of Buyer or others not a party to this contract, (3) Damage which results from a pre-existing condition which was unknown to SolarMax REP at the time this contract was signed, (4) Damage which exceeds in value 3 percent of the Contract Price. SolarMax REP shall stop Work on the Project and await further instructions from Buyer if, in the opinion of SolarMax REP, further damage to the property of Buyer is unavoidable and is likely to exceed 3 percent of the Contract Price. Nothing in this agreement shall be interpreted to relieve SolarMax REP of liability for negligence of SolarMax REP or anyone working under direction of SolarMax REP.
- c. SolarMax REP will conduct performance tests using procedures generally followed by SolarMax REP. When SolarMax REP has determined that the Photovoltaic System has been designed, engineered, and constructed in compliance with this agreement and when the Photovoltaic System has passed final Inspection by the building authority, SolarMax REP will notify Buyer of completion. On completion, Buyer will either identify reasons why the Photovoltaic System is not complete or acknowledge that: (1) The Photovoltaic System is complete, and (2) Buyer has assumed responsibility for the Photovoltaic System, including security, insurance coverage, and utility charges.
- d. The Contract Price assumes that existing structural supports will be adequate to carry the load of all equipment to be installed and Work to be done under this agreement. If any reinforcement of existing structural member is required, SolarMax REP is entitled to a Change Order and an extension of the Completion Date.
- e. Buyer grants to SolarMax REP and consultants and Subcontractors of SolarMax REP, a non-exclusive right of entry to the job site during normal work hours. SolarMax REP agrees to comply with reasonable access and security rules and procedures recommended by Buyer.
- f. Buyer will request approval of plans for the Photovoltaic System from any home owners' association having authority at the installation site. SolarMax REP may delay application for a building permit until the home owners' association has approved Plans for the Photovoltaic System. SolarMax REP is entitled to a Change Order if the home owners' association imposes additional requirements after an initial approval of Plans for the Photovoltaic System.
- g. It is the responsibility of the property owner to protect solar rights under laws of the State of California.
- h. When Buyer has acknowledged that Work on the Project is complete, SolarMax REP is not responsible for improper modification or alteration of installed equipment, faulty repair attempts, deliberate abuse, insufficient ventilation of electrical components, failure to comply with applicable safety standards or regulations, flood, lightning, over-voltage, storm or fire.

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- i. Unless specifically included in the Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed, this contract excludes the following tasks which remain the responsibility of Buyer: (1) Tree removal or re-location. (2) Trimming of landscape materials. (3) Structural, cosmetic or electrical Work except as provided in the Contract Documents. (4) Removal or abatement of Hazardous Materials. (5) Repair or replacement of damaged or inoperable material or equipment which was on the Job Site before Work begins. (6) Demolition, relocation or installation of water, gas, sewer, electric or communication lines except as provided in the Contract Documents. (7) Relocation of fire sprinklers, fire alarms or fire life safety apparatus. (8) Assessment of the suitability, safety, and condition of the existing roof on which the Photovoltaic System is to be installed, and any roof repairs or upgrades, except pursuant to a Change Order as provided herein below. (9) Extending and/or upgrading Internet connectivity to the Photovoltaic System monitoring and/or inverter, except pursuant to a Change Order as provided herein below.
- j. When work on the Photovoltaic System is complete, SolarMax REP is not responsible for improper modification or alteration of installed equipment, faulty repair attempts, deliberate abuse, insufficient ventilation of electrical components, failure to comply with applicable safety standards or regulations, flood, lightning, over-voltage, storm or fire.
- k. Buyer grants to SolarMax REP the right to prepare and submit applications in the name and on behalf of Buyer for any and all solar incentives, rebates and credits for which the Photovoltaic System may qualify.
- l. SolarMax REP guarantees that any application for solar incentives or rebates will be submitted for approval after this contract is signed. Any change in solar incentives by government or a utility company after the contract is signed will be the responsibility of Buyer.
- m. This contract is subject to cancellation by Buyer at any time prior to issuance of the building permits if performance-based incentive (PBI), up-front incentive (UFI), attributes, reporting rights or grants approved by Buyer and incorporated into this contract will not be available. Upon cancellation, Buyer will have no further obligation under this agreement. However, the portion of the initial payment intended to cover cost of applying for solar incentive will be non-refundable.
- n. The best choice for materials may change when SolarMax REP conducts a site audit or prepares working Plans. If the solar modules or other equipment planned for the Photovoltaic System are not available or are on long back order when needed, SolarMax REP will recommend another panel currently available and appropriate for the Photovoltaic System. Buyer will have the option to substitute the equipment recommended by SolarMax REP.
- o. Sizing of system components in this agreement is based on the best information available at the time this contract was prepared and is subject to change. Changes may be required when SolarMax REP conducts a site audit or prepares working Plans. Plans may require changes when there is a change in: (1) The rated capacity of existing or proposed electrical service switchgear. (2) The roof space or open land available for mounting solar modules. (3) The history of energy costs at the construction site. (4) The availability of solar incentives, credits and rebates.

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- p. SolarMax REP will ensure that cutting and patching required to make building parts fit together properly is done by those skilled in the trade. Work completed by SolarMax REP will have the neatly finished appearance characteristic of professional grade construction.
- q. The color, texture and planes between existing and new materials might not match exactly. SolarMax REP will use due diligence to create the best match possible. Buyer acknowledges that patched surfaces may be detectable when construction is complete.
- r. Unless specifically included in the Description of the Project and Description of the Significant Materials to be used and Equipment to be installed, it is the belief of SolarMax REP that existing electrical switchgear on site may be adequate for connecting the Photovoltaic System to the electrical grid without significant upgrade. The cost of upgrading or replacing existing electrical service switchgear is not included in the Contract Price. If upgrade or replacement of existing switchgear or connection to the utility grid is required, SolarMax REP is entitled to a Change Order for the additional cost and an extension of the Completion Date.
- s. Except for materials expressly designated otherwise in the Contract Documents, SolarMax REP warrants that all materials and equipment furnished under this contract shall be of good quality and new.
- t. SolarMax REP is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. SolarMax REP shall be responsible for allocation of tasks between trades.
- u. SolarMax REP will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. SolarMax REP accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. SolarMax REP will settle disputes among Subcontractors and between SolarMax REP and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.
- v. SolarMax REP has not performed a roof assessment for the existing roof on which the Photovoltaic System is to be installed, and does not represent or warrant that the existing roof is suitable or safe for installation of the Photovoltaic System. If, during the period commencing upon the execution of this agreement and continuing until all Work is complete, SolarMax REP determines that the existing roof is not suitable or safe for installation of the Photovoltaic System, or if SolarMax REP discovers defects in the existing roof which might compromise the integrity of the roof or cause or contribute to roof leakage (collectively, "Roof Defects"), then SolarMax REP will notify Buyer of the Roof Defects and suspend installation work until the Roof Defects are repaired and the existing roof is made suitable and safe. Any work performed by SolarMax REP to repair Roof Defects and/or render the existing roof suitable and safe for installation of the Photovoltaic System shall be deemed a change in the Work shall be subject to a Change Order, as provided at Section 16, below; provided, however, that Buyer shall have the right to cause such work to be performed separately (by third party roofing contractor hired by Buyer, or by such other appropriate means that renders the existing roof suitable and safe for installation of the Photovoltaic System), at Buyer's sole cost and expense.

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- w. SolarMax REP will respond to incidents of roof leakage occurring after installation of the Photovoltaic System; provided, however, that, to the extent that SolarMax REP roofing staff and/or contractor(s) are dispatched to inspect claims of roof leakage, and such staff and/or contractor(s) determine that leakage is not caused by Work performed pursuant to this agreement, then SolarMax REP shall be entitled to reimbursement from Buyer for such response(s). Compensation for any such response(s) shall be charged to Buyer at SolarMax REP's then-prevailing rate (currently, \$150 per hour; hereafter, the "Roofing Service Rate"), other than contractor response(s), which shall be charged to Buyer at-cost plus a ten percent (10%) administrative fee. The Roofing Service Rate shall include travel time, and require a one-hour minimum of on-site time.
- x. SolarMax REP has not assessed Internet connectivity at the location at which the Photovoltaic System is to be installed, and does not represent or warrant that existing Internet connectivity at such location is sufficient to serve a monitoring system and/or inverter for the Photovoltaic System in accordance with the "System Monitoring and Internet Connectivity" provisions of this agreement, below. If, at any time following the execution of this agreement, SolarMax REP determines that existing Internet connectivity is insufficient to serve a monitoring system and/or inverter for the Photovoltaic System (collectively, "Internet Deficiency"), then SolarMax REP will notify Buyer of the Internet Deficiency. If then so directed by Buyer, SolarMax REP shall perform such additional Work as may be necessary to cure the Internet Deficiency (such as installing additional Internet wiring, upgrading Internet or other equipment at the location, and/or other work necessary to establish and maintain sufficient Internet connectivity to a monitoring system and/or inverter); provided, however, that: (i) any such work shall be subject to a Change Order, as provided at Section 16, below; (ii) Buyer shall have the right to cause such work to be performed separately (by separate Internet service provider, third party contractor hired by Buyer, or by such other appropriate means to cure the Internet Deficiency), at Buyer's sole cost and expense; and (iii) completion of such work shall be supplemental to, and not a part of, all other Work required by this agreement, and shall not be considered in determining when such Work is deemed to be complete.
- y. SolarMax REP will respond to incidents of monitoring system disruption and Internet Deficiencies which occur after installation of the Photovoltaic System; provided, however, that SolarMax REP shall be entitled to compensation for each such response, other than responses which are necessitated by: (i) the malfunctioning of monitoring equipment manufactured by SolarMax REP or an Affiliate, unless the warranty for such equipment has expired or is no longer in effect; and (ii) defective workmanship of SolarMax REP. Compensation for any such response(s) shall be charged to Buyer at SolarMax REP's then-prevailing rate (currently, \$125 per hour for monitoring technicians and \$150 per hour for electrical technicians; hereafter, the "Prevailing Service Rate"). The Prevailing Service Rate shall include travel time, and require a one-hour minimum of on-site time. Buyer is advised that the following events are the most common sources of lost monitoring connectivity: (a) change of Internet router; (b) change of Internet service provider; (c) plugging EOP devices into power strips; (d) unplugging monitoring equipment; and (e) utility-related power outage.

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- z. SolarMax REP will respond to incidents requiring electrical system troubleshooting, including those involving main service panels, breakers, air conditioning equipment, electrical appliances, and electrical outlets; provided, however, that SolarMax REP shall be entitled to compensation from Buyer for responses which are: (i) not related to equipment manufactured by SolarMax REP or an Affiliate, unless the warranty for such equipment has expired or is no longer in effect; or (ii) work provided by SolarMax REP. Compensation for any such response(s) shall be charged to Buyer at the Prevailing Service Rate.

8. **Compliance with Law**

- a. SolarMax REP and Buyer mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.
- b. SolarMax REP will allow only qualified, careful and skilled personnel to do the Work. Each worker shall have the appropriate license, certification or experience necessary to complete the tasks assigned.
- c. If Law enacted after the Contract Date changes the Scope of Work under this agreement, SolarMax REP and Buyer will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in the Scope of Work.

9. **Job Cleanup**

- a. SolarMax REP shall regularly remove from the Job Site and storage areas all surplus material, waste and debris resulting from the Work. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by SolarMax REP. At completion of the Work, SolarMax REP shall, in addition, remove from the Job Site all tools, equipment and scaffolding brought to the Job Site by SolarMax REP or Subcontractors. At Substantial Completion, exposed finishes of windows, doors, floors, walls, ceilings, fixtures and trim shall be cleaned and free of grime, stains, over spray, dirt and dust.

10. **Project Sign**

Buyer grants to SolarMax REP the right to display a small sign (2' x 3' maximum) listing the company name, address, logotype, phone number, and website address of SolarMax REP.

11. **Owner's Responsibilities**

- a. Buyer will respond in writing and with reasonable promptness to written requests from SolarMax REP for information relevant to completion of the Work.
- b. Buyer affirms that Buyer has the right to enter into this agreement and has the right to contract for construction of the Photovoltaic System on the Job Site. Buyer shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.
- c. Buyer shall have sole responsibility to secure financing for the Photovoltaic System and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Buyer to SolarMax REP. Buyer hereby authorizes and directs any lender on the Photovoltaic System to furnish SolarMax REP with full information on undisbursed loan proceeds when requested by SolarMax REP.

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- d. On request of SolarMax REP, Buyer shall provide clear and convincing evidence that Buyer has access to funds committed to payment of the unpaid balance of the Contract Price. Buyer shall inform SolarMax REP of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Buyer to comply with the terms of this paragraph shall relieve SolarMax REP of the obligation to begin or continue the Work.
- e. Buyer will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by SolarMax REP or Subcontractors except as provided under this agreement.
- f. Buyer shall be responsible to pay for repairs of any Roof Defects, whether by Change Order or other arrangement, as provided at subdivision p of Section 7, above. If Buyer refuses to sign a Change Order for repair of Roof Defects and refuses or is unable to otherwise cause any Roof Defects to be repaired, then SolarMax REP shall have the right to terminate this agreement and shall be entitled to reimbursement from Buyer of its costs incurred under this agreement prior to the date of such termination.
- g. Buyer is advised that installation of the Photovoltaic System, repair of any Roof Defects, and other Work provided by this agreement may impact or void the warranty(ies) provided by third party(ies) for Buyer's home, improvements and/or equipment thereat (such as home repair warranties, roof warranties, and other warranties). Buyer is responsible for determining whether the Work provided for by this agreement may impact or void such third party warranties, and to provide timely notice to SolarMax REP of any requests for changes to the Work due to such warranty(ies). Any such changes shall be deemed a change in Work subject to a Change Order as provided at Section 16, below.

12. **Representations by Contractor**

- a. Buyer has reported to SolarMax REP all conditions known to Buyer which may not be apparent to SolarMax REP and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.
- b. SolarMax REP affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.
- c. SolarMax REP affirms that all Subcontractors will be financially solvent, licensed, experienced, competent, and will have resources necessary to complete the Work assigned in compliance with the Contract Documents.

13. **Cooperation of Parties**

- a. Both SolarMax REP and Buyer pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Buyer pledges to respond promptly to requests by SolarMax REP for guidance, assistance and payments when due and agrees to extend to SolarMax REP the deference and latitude a dedicated professional deserves. SolarMax REP pledges to commit the skill and resources required to complete the Project in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of SolarMax REP for dependability and professionalism.

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14. **Payment Plan**

Buyer will pay to SolarMax REP the Contract Price in 5 installments: an initial payment, 2 progress payments, a rebate payment, and a final payment on completion of the Work.

15. **Liens and Waivers**

Mechanics' Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-Day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

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

Notice required by California Business and Professions Code § 7159(c)(4):

When payment is made for any portion of the work performed, SolarMax REP shall prior to any further payment being made, furnish to Buyer a full and unconditional release from any claim or mechanics' lien pursuant to § 8400 and § 8404 of the Civil Code for that portion of the work for which payment has been made.

Settlement of Lien Claims

No right of Buyer to reimbursement from SolarMax REP or deduction from payments due SolarMax REP for a lien Claim on the Project shall arise so long as the Work which is the subject of the lien Claim is in dispute resolution, mediation, arbitration or litigation.

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16. Final Payment

- a. SolarMax REP will submit an application for final payment to Buyer when the Work has been completed in compliance with the Contract Documents. If Buyer agrees that Work has been completed, payment is due SolarMax REP for the entire unpaid balance of the contract amount (including any Retainage).
- b. Except as provided otherwise in this agreement, Buyer shall pay the amount due within 2 calendar days after approval of any application for initial or final payment.
- c. Buyer will notify SolarMax REP of the date when notice of Final Completion is recorded.
- d. If completion of the Work is delayed unreasonably at no fault of SolarMax REP, SolarMax REP shall be entitled to final payment for all Work completed (including Retainage) without prejudice to the right of SolarMax REP to complete the Photovoltaic System at a later date and without prejudice to the right of Buyer to make Claims against SolarMax REP for Defects in Work completed.

17. Changes in the Work

- a. SolarMax REP may delay acting on any written or oral direction, instruction, interpretation, or determination of Buyer which would constitute Extra Work and may assert the right to an amendment to this contract by written Change Order before proceeding.
- b. When signed by SolarMax REP and Buyer, each Change Order becomes a Contract Document.

Notice required by California Business and Professions Code § 7159(e)(3):

Buyer may not require a contractor to perform extra work or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- 1) The scope of work encompassed by the order,
- 2) The amount to be added or subtracted from the contract price, and
- 3) The effect the change order will have on progress payments or the completion date.

Failure of SolarMax REP to comply with the requirements of this paragraph does not preclude the recovery of compensation for work based upon legal or equitable remedies designed to prevent unjust enrichment.

18. Warranty

SolarMax REP is not offering any warranty above the manufacturer's warranty except as expressly provided herein. SolarMax REP does not warranty output of the system other than as expressly stated in the Production Guaranty attached to this agreement and incorporated as part of the Contract Documents by this reference.

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Limited Installation Services Warranty

SolarMax REP warrants the installation of Buyer's photovoltaic modules and inverters (collectively, the "solar system") to be free from defects in the installation services under normal application, use, and service conditions for a period of twenty-five (25) years from the first date of the original installation services. If, during said twenty-five year period, a solar system develops a defect, or otherwise malfunctions or becomes inoperable due to substandard, faulty or improper installation services of SolarMax REP, SolarMax REP will, at no cost to Buyer and as deemed necessary by SolarMax REP in its sole discretion: (i) provide the service to determine the cause of the defect and resolve the defect through re-performance of the defective, substandard, faulty or improper installation services; or (ii) repair or replace a component or the entire solar system, to the extent such work and associated costs are not otherwise covered by the manufacturer's warranty. As used herein, a "defect" will exist, and installation shall be deemed "faulty," if the solar system fails to generate electricity in conformance with the Production Guaranty attached to this agreement and described at Section 18, below; provided, however, that no defect or fault shall exist if conformance with the Production Guaranty cannot be determined (whether due to the lack of any monitoring system servicing the solar system, a failure to maintain sufficient Internet connectivity to the monitoring system, or otherwise). In addition, SolarMax REP warrants electrical meters and roofing work which SolarMax REP undertakes in connection with the installation services according to the terms and limitations provided in the sections entitled "Meter Warranty" and "Roofing Warranty," below. The limited warranties in this section and as otherwise provided herein shall transfer from the original Buyer/end user to subsequent buyers/end users for the remainder of the warranty term provided the solar system is not moved or relocated from its originally installed location.

Warranty Exclusions

If, in SolarMax REP's sole judgment, a solar system has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, failure to follow SolarMax REP's or the manufacturers' operation or maintenance instructions, or repaired by anyone other than SolarMax REP and its authorized dealers/installers, the warranties herein will not be applicable. These warranties will also not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation, and other events reasonably beyond SolarMax REP's control. Warranty coverage does not include any transportation costs for return of components or for reshipment of any repaired or replaced components. SolarMax REP also does not warrant the component parts of the solar system unless such component parts are manufactured by SolarMax REP and/or an affiliate of SolarMax REP, in which case the subject component part is subject to separate warranty (not Limited Installation Services Warranty), as provided in the Warranty for SolarMax Component Parts and other terms, below.

Limitations of Warranty and Liability

Electrical meters and roofing work are not included in the Installation Services Warranty, but are provided according to the terms and limitations provided in the sections entitled "Meter Warranty" and "Roofing Warranty," below. Additionally, except as to component parts of the solar system manufactured by SolarMax REP and/or marketed under a SolarMax REP or Affiliate's brand name (as provided in the section entitled "Warranty for SolarMax Component Parts," below), SolarMax REP makes no warranties whatsoever regarding the component parts of the solar system. However, SolarMax REP does, for solar system components purchased through SolarMax REP, hereby assign and pass through to the system Buyer all manufacturers' warranties for the component parts of the solar system, to the greatest extent such warranties are assignable. Damage to persons, roofing or other property, or other loss or injury, resulting from defects in

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the solar system or use thereof shall not be the responsibility of SolarMax REP. SolarMax REP will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, repair and/or replacement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if SolarMax REP has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In all cases, SolarMax REP's total liability will be limited to the price of services performed by SolarMax REP. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO SOLARMAX REP'S INSTALLATION SERVICES.

Warranty for SolarMax Component Parts

To the extent the solar system utilizes component parts manufactured by SolarMax REP and/or marketed under a "SolarMax" brand name (including those manufactured and/or marketed by a SolarMax REP-affiliated entity, such as a parent, subsidiary or sister company of SolarMax REP; hereafter, an "Affiliate"), such component parts are warranted by SolarMax REP and/or the Affiliate in accordance with the warranty(ies) provided separately for such component part(s). To the extent the solar system utilizes component parts manufactured by SolarMax REP and/or marketed under a SolarMax REP or Affiliate brand name, all terms and conditions of the warranty(ies) for such component part(s) (if any) are incorporated herein by reference.

Electrical Meters

SolarMax REP warrants that, to the extent the installation services include electrical meter installation, such work shall be free from defects in workmanship, system and component breakdown, and degradation in electrical output of more than fifteen percent (15%) from such meter's originally rated electrical output for a period of one (1) year from the date of the original installation services; provided, however, that if such meter is integrated into an inverter installed as part of the Buyer's solar system, then such warranty period shall be ten (10) years. The warranty provided under this section is subject to the limitations provided at the sections entitled "Warranty Exclusions," "Limitation of Warranty and Liability," and other limitations herein.

Roofing Warranty

SolarMax REP warrants that all penetrations of the roofing structure of the system Buyer's home will be "water-tight" and will not result in leaks, water intrusion, or related water damage to the roofing structure or underlying materials of the home for a period of ten (10) years from the first date of the original installation services. Additionally, to the extent that SolarMax REP installs, repairs, modifies and/or replaces a portion or all of the roofing structure of the system Buyer's home in connection with installing the solar system or otherwise performing installation services, SolarMax REP warrants such repair, modification and/or replacement work to adhere with all required codes and specifications. SolarMax REP warrants that any such portions of the roofing structure which SolarMax REP has installed, repaired, modified, and/or replaced will be "water tight" and will be free from leaks, water intrusion, or related water damages to the roofing structure or underlying materials of the home for a period of ten (10) years from the date the repair, modification, and/or replacement is completed. It is a breach of warranty if the roof surface or roof components (including flashing, vents, and roof penetrations) installed, repaired, modified or replaced by SolarMax REP leak during the first ten (10) years due to either a defect

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 License#: 972048

in workmanship, failure to comply with an applicable building code, or failure to follow the manufacturer's recommendations. Normal repair for a defective roof is to patch, repair or replace the portion of the roof that is leaking. Cosmetic defects (including but not limited to normal wear, shrinkage, blisters, ridges, wrinkles, buckles, splits or slippage), design deficiencies (including but not limited to ponding, improper drainage or inadequate attachment of the substrate), casualties (including but not limited to fire, lightning, flood, earthquake, hurricane, tornado or impact from falling objects), abuse, improper maintenance, and modification of the roof are not covered under this warranty. Manufacturing defects in roofing materials may be covered under the manufacturer's warranty, but are not covered under this warranty. As used herein, the terms "install," "repair," "modification," and "replacement" do not include penetrations of the Buyer's existing roofing structure. The warranties provided under this section are subject to the following limitations: (a) the limitations provided at the sections entitled "Warranty Exclusions," "Limitation of Warranty and Liability," and other limitations herein shall apply to the this Roofing Warranty; (b) installations, repairs, modifications, replacement, or other alteration of any portion or all of the roofing structure which are undertaken or caused by the system Buyer or other party subsequent to completion of work by SolarMax REP shall render this warranty null and void; (c) this Roofing Warranty does not cover any of the following items or conditions: (i) damages to personal property or bodily injury; (ii) damages or defects that result from circumstances beyond the control of SolarMax REP including, but not limited to, accidents, fire, explosion, smoke, falling objects, damage from aircraft, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or unforeseeable change in the underground water table; (iii) damage or defects in materials or workmanship supplied by anyone other than SolarMax REP, employees of SolarMax REP, agents or those working under the direction of SolarMax REP (including Subcontractors; collectively "Agents"); (iv) damages or losses that result from water leakage; (v) damages or losses that result from soil movement that is covered by insurance or that is compensated for by legislation; (vi) insect damage; (vii) any Claim for warranty that is not filed in compliance with the terms required by the Contract Documents; (viii) defects or damages that result from poor maintenance practice, improper operation or modification, abuse, neglect or normal wear and tear; (ix) damages caused or made worse by negligence (including but not limited to improper operation or improper maintenance) by anyone other than SolarMax REP or its Agents; and/or damages caused by a failure of Buyer or anyone other than SolarMax or its Agents to comply with the warranty requirements of the manufacturer. SolarMax REP has no liability for incidental or consequential damages from breach of any warranty provided by this agreement insofar as the loss claimed is covered by insurance of Buyer or for which Buyer has a right of recovery from any other party.

Warranty Claim Procedure

Claims under this warranty will be considered if submitted by registered or certified mail to SolarMax Renewable Energy Provider, Inc., 3080 12th Street, Riverside, CA 92507 within 60 days following the discovery of any defect covered by this warranty, with specific details in writing, and provided SolarMax REP or its agents are permitted a commercially reasonable opportunity to examine and analyze the workmanship claimed to be defective. An authorized representative of SolarMax REP must approve any claim in writing. THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, PROVIDES SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

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 License#: 972048

19. **Production Guaranty**

This Production Guaranty is a part of the Home Improvement Contract between SolarMax REP and the Buyer(s), and constitutes a part of the “Contract Documents,” as such term is used in the Home Improvement Contract. SolarMax REP guarantees solar energy production from the Photovoltaic System on the terms and conditions provided below:

Estimate of Annual Solar Energy Production

SolarMax REP will submit a written estimate of annual solar energy production once the final design of the Photovoltaic System has been approved by the Buyer(s). The estimate will cover annual solar energy production of the Photovoltaic System over a period of 10 years after System completion (the “Guarantee Period”). The estimate shall be provided on a form substantially similar to that attached to this Production Guaranty (the “Estimate Form”), and will include related source data concerning the estimated output (such as a standard *PV Watts* summary). The Buyer(s)’s signature to the Estimate Form shall constitute acknowledgment and consent of the Photovoltaic System’s estimated annual output. Failure or refusal to sign the Estimate Form shall render this Production Guaranty void and unenforceable.

Notice:

While SolarMax REP guarantees solar energy production as provided in this Production Guaranty, SolarMax REP does not guarantee the amount of your future electric utility bill amounts. Your electric utility bill is based on your net electricity consumption from your electric utility, utility rates, and other factors. We cannot predict; how much electricity you may consume in the future, future utility rates, or other factors that determine your electric utility bill amount. Any estimated savings communicated to you by a representative of SolarMax REP are only an estimate, are not guaranteed, and are not part of this Home Improvement Contract.

Guaranty Against Production Shortfalls

SolarMax REP guarantees that the Photovoltaic System will produce at least ninety five percent (95%) of the estimated electrical output for each year during the Guarantee Period (the “Guaranteed Production”). The level of Guaranteed Production shall be stated on the Estimate Form prior to its submission to the Buyer(s). Should actual solar energy production for any year during the Guarantee Period be less than the Guaranteed Production, SolarMax REP will reimburse the Buyer(s) for the difference in production (the “Shortfall”). The reimbursement amount will be determined based upon the average cost of electric power paid by the Buyer(s) during the year of the Shortfall, as follows:

(average electric power cost during the guarantee period) x (Shortfall) = reimbursement amount

Payment for any Shortfall will be made within thirty (30) days after confirmation by SolarMax REP of an annual shortfall in production. Any dispute over the value of the Shortfall will be addressed by consultation between SolarMax REP and the Buyer(s), and if such dispute is not thereby resolved informally, it shall be settled pursuant to the dispute resolution provisions of Section 20 of the Home Improvement Contract.

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License#: 972048

Record of Annual Production

SolarMax REP will keep a record of annual solar energy production by observing equipment monitors. The Buyer(s) has the right to review the record of annual production and may engage a consultant to verify that any report of electrical production made by SolarMax REP is accurate. If annual solar energy production is greater than the Guaranteed Production, the excess shall be applied to offset any Shortfall which may occur during subsequent years.

Assignment

This Production Guaranty may be assigned to subsequent owners of the property who give notice to SolarMax REP and agree to assume the obligations of the original Buyer(s) under the Home Improvement Contract.

Prohibition Against Modification/Removal

This Production Guaranty shall be null and void during any year in which the Buyer(s) modifies or removes the Photovoltaic System or any part of equipment installed with the Photovoltaic System, or fails to take corrective action when notified of a defect by SolarMax REP.

System Monitoring and Internet Connectivity

The Photovoltaic System requires monitoring to ensure production that meets expectations. Monitoring is performed via an Internet connection to a monitoring system and/or inverter. Without monitoring, solar collection may fall below design values or cease entirely for an extended period of time. This Production Guaranty is contingent upon the Buyer(s) purchasing a monitoring system compatible with the requirements of SolarMax REP, and maintaining Internet connectivity for the monitoring system throughout the Guarantee Period. It is the Buyer(s)'s obligation to ensure that sufficient Internet service is maintained during the Guarantee Period. This Production Guaranty shall be null and void if the Buyer(s) fails to notify SolarMax REP promptly when the Internet connection has been out of operation or is insufficient for thirty (30) consecutive days. In the event of an Internet outage lasting up to thirty (30) consecutive days, SolarMax REP may estimate the power produced by the Photovoltaic System and utilize such estimate in determining compliance with the Production Guaranty. In the event of an Internet outage and/or insufficiency lasting thirty (30) consecutive days or more, SolarMax REP shall have the right to declare this Production Guaranty is void. Buyer is advised of the provisions at subdivisions r and s of Section 7, above, which provide further terms and conditions concerning monitoring and Internet connectivity.

Overshadowing, Shading and Interference

The Buyer(s) will take all commercially reasonable steps to prevent overshadowing, shading or other interference with equipment installed as part of the Photovoltaic System. Protection of solar rights is the responsibility of the Buyer(s). The Buyer(s) shall not be entitled to reimbursement for shortfalls caused by overshadowing, shading or other interference not attributable to the design of the Photovoltaic System and accompanying equipment.

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System Maintenance

The Photovoltaic System requires regular maintenance after installation to ensure operations that meets expectations. Regular maintenance includes: (1) inspecting Photovoltaic System components and support structures for function and security; (2) use of approved substances and procedures to remove accumulated dust, dirt and debris from system components; and (3) removal and replacement of deteriorated, damaged or out of specification parts. Without regular cleaning, solar collection may fall to as little as seventy five percent (75%) of design values. Without regular maintenance, solar collection may cease entirely. No maintenance is provided by this Production Guaranty. The Buyer(s) is responsible for maintenance of the Photovoltaic System during the Guarantee Period. The Buyer(s) shall not be entitled to reimbursement for Shortfalls caused by failure to perform regular maintenance of the Photovoltaic System and accompanying equipment.

Acknowledgment

By signing below, the Buyer(s) acknowledges that he/she/they have read and understand the terms of this Production Guaranty, and affirm its inclusion as part of the Contract Documents.

DocuSigned by:			
	5/24/2018		
90AFC7B04DE949E...			
_____ Buyer	_____ Date	_____ Buyer	_____ Date
Randy Walker _____ Printed Name		_____ Printed Name	

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20. ARBITRATION OF DISPUTES

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE PERFORMANCE OF SOLARMAX REP, EITHER PARTY'S BREACH OF THE AGREEMENT, AND ANY OTHER MATTER ARISING FROM AND/OR RELATED TO THIS AGREEMENT, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COST FOR ANY ARBITRATION SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1284.3 AND THE CONSUMER COSTS OF ARBITRATION PUBLISHED BY THE AMERICAN ARBITRATION ASSOCIATION.

THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE ONLINE AT THE FOLLOWING WEB SITE:

https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_00429

THE CONSUMER COSTS OF ARBITRATION ARE AVAILABLE ONLINE AT THE FOLLOWING WEB SITE:

<https://www.adr.org/aaa/ShowPDF?doc=ADRSTAGE2026862>

IF YOU ARE NOT ABLE TO ACCESS THESE DOCUMENTS ONLINE, COPIES WILL BE PROVIDED BY SOLARMAX REP UPON REQUEST. THE TERMS OF SAID DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials DS
f2v Buyer's Initials _____
SolarMax REP Initials DS
GR _____

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License#: 972048

21. Dispute Resolution

- a. Except as provided elsewhere in this agreement, and unless the Arbitration of Disputes Section above is initialed by Buyer(s), all Claims and disputes between Contractor and Owner arising out of or relating to the Contract Documents or contract warranty or the breach thereof, except for Claims which have been waived by the making or acceptance of final payment, may be decided by courts of competent jurisdiction in the county where the Photovoltaic System is located.
- b. Should either Party bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful Party plus interest at the legal rate.

22. Insurance

a. General Requirements

SolarMax REP shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of SolarMax REP and Buyer during progress of the Work.

b. Commercial General Liability Insurance (CGL)

SolarMax REP carries commercial general liability insurance. You may contact Federal Insurance Company at 626-966-1791 to check insurance coverage of SolarMax REP. A notice concerning commercial liability insurance is attached to this contract.

c. Worker's Compensation Insurance

SolarMax REP carries workers' compensation insurance for all employees.

23. Assignment of the Contract

Except as otherwise provided in this contract, Buyer shall not assign this contract without the written consent of SolarMax REP.

24. Choice of Law

The contract shall be governed by the Law of the State of California.

25. Choice of Venue

The Parties agree that venue for any action related to performance of this contract shall be the appropriate court in the State of California.

26. Entire Agreement

The Contract Documents are the entire agreement and constitute a complete integration of all understandings between SolarMax REP and Buyer on the subject of the Photovoltaic System. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract.

27. Severability

If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect.

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Riverside, CA 92507

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License#: 972048

28. Inspections

- a. SolarMax REP shall schedule and coordinate all Inspections required by the Contract Documents and by public authority so as not to delay the progress of the Work or the Work of Buyer or Separate Contractors. SolarMax REP shall schedule Inspections during regular Work Days and normal business hours, unless mutually agreed by SolarMax REP, Buyer, and Inspector.
- b. Buyer and Inspectors from the public authority having jurisdiction shall have access to all construction, materials and equipment on the Job Site for the purpose of making Inspections. On request of Buyer, SolarMax REP shall provide an employee of SolarMax REP to accompany the Inspector.

29. Contractor Claims for Delay

- a. The Contract Price shall be adjusted for any increase in the cost of performance of this contract caused by suspension, delay or interruption of the Work due to: (1) A decision of Buyer to change the Scope of the Work, unless the decision is the result of an error or omission by SolarMax REP, (2) A decision of Buyer to suspend the Work, unless the decision is the result of an error or omission by SolarMax REP, (3) A failure by Buyer to comply with the construction schedule, (4) Any act or neglect of Buyer or agent of Buyer or any Separate Contractor, (5) Failure of Buyer to yield control of the Job Site to SolarMax REP, or (6) Failure of Buyer to make payments when due under the terms of this agreement.

30. Delivery of Notices

- a. Any written notice required by this contract can be: (1) Delivered by hand to the last known address of the addressee, or (2) Delivered by hand to the addressee or representative of the addressee, wherever found. Notice is effective upon delivery.
- b. Any written notice required by this contract can be: (1) Delivered by enclosing in a stamped envelope addressed to the last known address of the intended recipient and either deposited in a United States Postal Service mailbox or given to a USPS employee, or (2) Consigned to a commercial courier service and addressed to the last known address of the intended recipient. Notice is effective upon delivery if proof of delivery is provided. Where no proof of delivery is available, notice is effective 5 calendar days after mailing or consignment to a courier service.
- c. Any written notice required by this contract can be delivered by facsimile (fax) to the fax number listed in this contract. Notice sent by fax shall be effective on the date at which a machine-generated confirmation states the fax was received.
- d. Any written notice required by this contract can be delivered by e-mail to the address listed in this contract with a read receipt requested. Notice sent by e-mail shall be effective on delivery of the read receipt.
- e. The address to which notices shall be sent may be changed by sending a written notice using any means of delivery provided by this contract.

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31. **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 Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

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

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Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

BUYER HAS THE RIGHT TO REQUEST A PERFORMANCE AND PAYMENT BOND ON THE PHOTOVOLTAIC SYSTEM WHICH ENSURES THE PHOTOVOLTAIC SYSTEM WILL BE COMPLETED ACCORDING TO THIS AGREEMENT AND THAT LIENS ON THIS JOB ARE DISCHARGED IN RETURN FOR PAYMENT IN FULL BY BUYER.

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.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a notice of Three-Day Right to Cancel.

Buyer's Initials ☐ Buyer's Initials ☐

This agreement is entered into as of the date written below.

Randy Walker _____ (Buyer 1), _____ (Buyer 2)

DocuSigned by:			
	5/24/2018		
90AFC7B64DE949E...			
Buyer Signature	Date	Buyer Signature	Date
Randy walker			
Printed Name		Printed Name	

DocuSigned by:			
	5/24/2018		
09E1536CF90F40B...			
SolarMax REP, Inc, Signature	Date		

Guthrie Raimondo _____

Printed Name

Director of Sales _____

Title

SolarMax Renewable Energy Provider, Inc.
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 Riverside, CA 92507

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 License#: 972048

SCHEDULE OF VALUES, AND PAYMENT SCHEDULE & NOTICES ABOUT PAYMENTS

SCHEDULE OF VALUES	
Total System Cost	\$ 39,372.00
Estimated Rebate Amount	\$ 0.00
System Price (After Rebate)	\$ 39,372.00

* Please consult a tax professional to determine eligibility for utilization of any available Tax Credit.

SCHEDULE OF PROGRESS PAYMENTS & NOTICES ABOUT PAYMENTS		
PAYMENT TYPE	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
Down Payment*	\$ 0.00	Due at Signing of Agreement
*THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.		
PROGRESS PAYMENTS	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
Delivery of Material REDACTED	\$ 0.00	Due Upon Delivery of Material
Installation of System & Testing	\$ 27,560.40	Due Upon Receipt from Energy Loan Network, or, if denied by Energy Loan Network, 14 days after Installation Completion.
Estimated Rebate	\$ 0.00	Due Upon Receipt From or Denial By Applicable Utility or Government Agency
Installation Completion	\$ 11,811.60	Due Upon Receipt from Energy Loan Network, or, if denied by Energy Loan Network, 14 days after Installation Completion.
*The final payment is due from buyer(s) upon city/county sign-off, unless financed by SolarMax REP. Any other charges are due within 2 days of city/county approval and final sign-off.		
The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.		
IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETE, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.		

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3080 12th Street

Riverside, CA 92507

Checklist for Homeowners

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License#: 972048

Check Out the Contractor

☐ Did you contact the Contractors State License Board (CSLB) to check the status of the contractor's license?

Contact the CSLB at **1-800-321-CSLB (2752)** or visit our web site: www.cslb.ca.gov

☐ Did you get at least 3 local references from the contractors you are considering?

Did you call them?

☐ Building Permits - will the contractor get a permit before the work starts?

Check Out the Contract

☐ Did you read and do you understand your contract?

☐ Does the 3-day right to cancel a contract apply to you?

Contact the CSLB if you don't know.

☐ Does the contract tell you when work will start and end?

☐ Does the contract include a detailed description of the work to be done, the material to be used, and equipment to be installed?

This description should include brand names, model numbers, quantities and colors. Specific descriptions now will prevent disputes later.

☐ Are you required to pay a down payment?

If you are, the down payment should never be more than 10 percent of the contract price or \$1,000, whichever is less.

☐ Is there a schedule of payments?

If there is a schedule of payments, you should pay only as work is completed and not before. There are some exceptions -- contact the CSLB to find out what they are.

☐ Did your contractor give you a "Notice to Owner", a warning notice describing liens and ways to prevent them?

Even if you pay your contractor, a lien can be placed on your home by unpaid laborers, subcontractors or material suppliers. A lien can result in you paying twice or, in some cases, losing your home in a foreclosure. Check the "Notice to Owner" for ways to protect yourself.

☐ Did you know changes or additions to your contract **must** be in writing?

Putting changes in writing reduces the possibility of a later dispute.

SolarMax Renewable Energy Provider, Inc.
3080 12th Street
Riverside, CA 92507

sales@solarmaxtech.com
951.300.0788 Office / 951.213.3099 Fax
License#: 972048

Information about Commercial General Liability Insurance

[] Did your contractor tell you whether he or she carries Commercial General Liability Insurance?

Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.

[] Is this insurance required?

No. But the Contractors State License Board strongly recommends that all contractors carry it. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. Ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?

[] How can you make sure the contractor is insured?

If he or she is insured, the contractor is required by law to provide you with the name and telephone number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project.

[] What about a contractor who is self-insured?

A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor, ask yourself, if something went wrong, would this contractor be able to cover losses that should be covered by insurance?

SolarMax REP carries Commercial General Liability Insurance.

The insurance company is Federal Insurance Company.

You may call the insurance company at 626-966-1791 to verify coverage.

For more information about Commercial General Liability Insurance, contact the Contractors State License Board at www.cslb.ca.gov or call 1-800-321-CSLB (2752).

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[ATTACHMENT – ESTIMATE FORM]

ACKNOWLEDGMENT OF PRODUCTION GUARANTY

This document is submitted pursuant to the Production Guaranty of the Home Improvement Contract dated 5/24/2018 (Date) between Randy Walker
(Buyer(s)) and SolarMax Renewable Energy Provider, Inc. (SolarMax REP).

A final design for the Photovoltaic System has been completed. Pursuant to the final design, the Photovoltaic System is estimated to produce an annual output as stated in the attached *PV Watts* summary sheet (or similar technical summary if a PV Watts summary is unavailable). Based on the attached summary, the Guaranteed Production for the Photovoltaic System is as follows:

Year 1:	kWh	Year 6:	kWh
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Year 2:	kWh	Year 7:	kWh
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Year 3:	kWh	Year 8:	kWh
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Year 4:	kWh	Year 9:	kWh
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Year 5:	kWh	Year 10:	kWh
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Based on billing information you provided, your Annual Electricity Consumption is: kWh.

Your estimated first year Photovoltaic System production is: kWh.

Your Photovoltaic System is designed to produce of that annual consumption above.

The undersigned Buyer(s) acknowledges that he/she/they have reviewed this document and the attached summary, and understand the Production Guaranty amounts stated above.

Buyer

Buyer

Randy Walker

Printed Name

Date

Printed Name

Date

NOTICE TO OWNER(S): Your Home Improvement Contract includes a Notice of Three-Day Right to Cancel, as required by Business & Professions Code § 7159. SolarMax REP agrees to extend the Three-Day Right to Cancel such that the period for cancellation commences upon the date that you sign this form above, provided that all signatures are made within five (5) business days of the receiving this form from SolarMax REP. Failure or refusal to sign this form within five (5) business days of receipt will waive your rights to the Guaranteed Production listed above, and will waive the extension of your Three-Day Right to Cancel. If you have signed this form within five (5) business days of receipt, but wish to cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation as described in the Notice of Three-Day Right to Cancel.

[ATTACH PV WATTS SUMMARY TO THIS FORM]

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California Home Improvement Contract - Change Order Form

SolarMax Renewable Energy Provider, Inc. (License Number: 972048)
3080 12th Street
Riverside, CA 92507

Randy Walker _____ (Owner(s)) and SolarMax Renewable Energy Provider, Inc. agree that the contract dated 5/24/2018 (Date) is incorporated by reference in its entirety into this California Home Improvement Change Order and is changed as described below.

Description of the Change and Description of the Significant Materials to be Used and Equipment to be Installed Under this Change.

☐ This change adds the following amount to the Contract Price: \$ _____

☐ This change reduces the Contract Price by the following amount: \$ _____

☐ Finance charge (if any) that results from this change: \$ _____

☐ Effect this order will have on the Schedule of Progress Payments: \$ _____

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due: (Date) _____

Completion date of Work under this agreement, including this Change Order, is adjusted to: _____

Note about Extra Work and Change Orders

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. **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.**

Buyer Signature Date Buyer Signature Date

SolarMax REP, Inc Signature Date

SolarMax Renewable Energy Provider, Inc.
 3080 12th Street
 Riverside, CA 92507

sales@solarmaxtech.com
 951.300.0788 Office / 951.213.3099 Fax
 License#: 972048

Notice of Three-Day Right to Cancel

Date of Transaction: 5/24/2018

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale.

Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:

SolarMax Renewable Energy Provider, Inc.

3080 12th Street

Riverside, CA 92507

not later than midnight of (Date) 6/8/2018

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.

My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.

DocuSigned by:



5/24/2018

90AFC7B64DE949E...

Buyer Signature

Date

Buyer Signature

Date

Additional Owner Signature

Date

Additional Owner Signature

Date

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Notice of Cancellation (California Business & Professions Code § 7159)

Date the contract was signed: (Date) 5/24/2018

You may cancel this transaction, without any penalty or obligation, within three 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:

SolarMax Renewable Energy Provider, Inc.
3080 12th Street
Riverside, CA 92507

Any cancellation must occur no later than midnight of (Date) 6/8/2018.

I hereby cancel this transaction:

Date of cancellation (Date) _____

Buyer Signature

Buyer Name

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NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Buyer

Re: Your right to cancel Photovoltaic System

You are entering into a transaction that may result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is 5/24/2018, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

SolarMax Renewable Energy Provider, Inc.
3080 12th Street
Riverside, CA 92507
951-300-0788

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 6/8/2018 (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Signature

Date

Name

See the next page for important information about what happens if this agreement is cancelled.

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License #: 972048

Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of Rescission

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

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3080 12th Street
Riverside, CA 92507
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Signature

Date

Name

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