

Solar Photovoltaic Installation Agreement

Agreement Terms and Conditions to

Purchase an Installed Solar Photovoltaic System

Purchaser: Ms. Michelle Lee Address: 16883 St Andrews Dr. Poway Ca 92064

Purchaser Contact Cell phone and email for Contact During Installation: 858.926.8924

Provider: Smart Solar Construction Address: 13715 Poway Road, Suite A, Poway, CA 92064

Installation Address: 16883 St Andrews Dr. Poway Ca 92064 Type: Roof Mount

Services Performed by Provider: (1) Design System using ETL components that meets all local codes, (2) Draft a complete set of plans for owner review (3) Pay for and obtain solar installation permit (4) Design and Install plaques per SDGE and City requirements, (5) install Photovoltaic System per city codes (6) Install Monitoring equipment in Purchaser's home including (7) Design virtual array in Enlighten real time monitoring (8) Schedule and attend city inspection (9) pay for and file SDGE Net Metering Application.

Ancillary Services: (1) Replace roof underlayment ($12,900) (2) Purchase client level monitoring ($273)

MAIN AND GUEST

SDGE Account Number 4831939214 SDGE Electric Meter Number 05331269

Equipment List: Solar Panel CS340W Mono Qty 29 Inverter Enphase IQ6 Plus Qty 29

Monitor Envoy (Free of Charge)

System Size DC Watts (Kw) 9.86 System CEC-AC KwH Rating 8.15

Payment Amount and Schedule:

$ 1,000 Down-payment for permit approval

$16,000 start roof $16,969 start solar 2.0M 3/29/17

$ 32,969 Due the day of material arrival

Michelle Lee

$ 6,243 Due upon city inspection

$ 1,273 Due upon Monitor Installation

$ $41,485 Total System Price

All Agreements are subject to Provider review and approval. Once Agreement is signed by Provider , payments are due to the Provider per the above schedule. Purchaser is responsible to comply with the payment amounts regardless of being able to obtain financing once the permit application is submitted. Down payment is non-refundable once drawings are made. Purchaser agrees to allow Provider to display one yard sign on their front lawn for 30 days. Purchaser agrees to make home available for installation and may not delay installation due to Purchaser availability.

Performed by Provider section. Unforeseen circumstances such as additional wood-work or existing non-code compliant circumstances may be discovered by the Provider during installation. To remedy the circumstance, additional cost may be required in excess of the System Price specified in this Agreement. Additional work is not permitted by the Provider without written agreement by the Purchaser and the Provider prior to the additional work beginning. The cost will not be in excess of the prevailing local rates for similar services. If no written agreement can be reached regarding the additional work, then the balance due to the Provider is equivalent to the portion of work completed at the time of notification and is comprised of the total material cost and labor cost realized by the Provider. Payment is due to the Provider within 48 hours of failure to reach a written agreement and no further work is required to be performed by the Provider. Purchaser consequently owns the material and permits. Purchaser is responsible for obtaining HOA approvals if applicable. Provider does not perform the following: (1) replace plants or perform landscaping (2) Provider does not perform water-shed abatement, (3) Route conduit inside walls or attics unless stipulated in Services (4) Painting other than identified in the Services Performed by Provider. (5) Obtain permits for unpermitted existing structures

Roof Services Performed by Provider:
The entire roof statement of work is listed as follows for the area:
1. Remove the existing tile. Remove all roofing trash from the job site.
2. Check all the existing sheathing on the roofing area. Any damaged wood will be documented with pictures will be submitted for approval to replace the damaged wood.
*Any woodwork shall be billed at $40/sheet for plywood, $5.75/lineal ft. for starter board, and $10.75/lineal ft. for fascia board.
3. Install two layers of 40 pound felt, ASTM D2626-97 type 1 or equal.
4. Install 2 inch by 4 inch drip-edge metal. The drip edge metal comes in factory painted gray, brown or white.
5. Install new 26 gauge pipe flashing for all roofing penetrations. The roof flashings will be set in shingle fashion integrated with the 40-pound liner.
6. All exiting roof penetration (pipes, vents etc) will be maintained and flashed.
7. Reinstall the tile that was removed, replace any tile breakage.
8. There is a 10-year workmanship labor warranty, and a lifetime material warranty on liner caused leaks due to natural events.

Provider will make a good-faith attempt to connect the solar monitor to the Purchaser's internet and in the unlikely event that the internet connectivity is insufficient, the provider will gladly describe the solutions to the Purchaser. If the Purchaser desires to have the Provider attempt to solve the internet issue there would be an additional nominal fee. Additionally, monitoring uses the existing home wiring to communicate. This is called power-line communication. Every home's ability to enable power-line communication is different and results vary. The monitor is a free device provided to the Purchaser and does not influence the solar systems production performance. The monitor/monitoring is not a condition of payment.

Rebates and Incentives. Purchaser understands and agrees that the rebates and Incentives are 100% owned by the Purchaser and the responsibility of the Purchaser. *Provider does not provide Rebates and or Incentives.*

Cancellation: Purchaser may cancel this agreement in writing in full within three days of signature without penalty. Cancellation notice must be sent via registered mail to the Provider's address to comply with agreement. No refund is due to Purchaser after the material is ordered and no refund will be made of down-payment once drawing is made.

Solar Photovoltaic Performance: Purchaser understands, acknowledges, and agrees that photovoltaic system performance is highly dependent on circumstances beyond the Providers control. The Purchaser confirms and agrees that the Provider has explained that system performance is not guaranteed other than that the system components are performing within

generally accepted component specifications while considering environmental conditions.

Hazardous Conditions: In the event Provider or sub-providers encounter potentially hazardous conditions at the site, Provider may take all necessary steps to protect persons or property which includes stoppage of work until Provider remedies the condition. If Purchaser fails to remedy the hazardous condition within 20 continuous days from notice, payment in full is due to Provider and no further activity by Provider is due to Purchaser.

Limited Warranty: General labor: Provider warrants the cost of Provider labor for repairs for 10 years beginning after installation completion. Solar Workmanship: Provider warrants the construction and installation outlined in the services performed by Provider section of this contract to be free of defects for the 25 years after installation completion. Equipment Warranty: Equipment manufacturer's warranty is enabled for Purchaser which is 25 years on equipment performance as described in manufacturers documentation. Provider will at its expense, repair any gross defects that may occur. Provider will also perform all warranty services whenever convenient for the Provider in a timely manner. Provider will not provide warranty coverage for defects that occur from improper equipment use or operation, corrosion, erosion, abuse, unauthorized installed equipment modification, normal wear and tear or repairs performed by other than qualified personnel. In addition, provider warrants a roof penetration that may occur during a Photovoltaic System installation for a 3 inch radius around the penetration for 10 years. Except as expressly provided in design and installation of materials and equipment for the Photovoltaic System outlined in this contract. Provider disclaims any applied warranties of the merchantability or fitness for a particular purpose. Purchaser shall have no claims against either the Provider or any Sub-provider for any defective installation work except as outlined and provided in this contract.

Provider is responsible for submitting the utility application but is not responsible for SDGE approvals for Net Metering and Provider is not responsible for installing a system prior to SDGE reaches any Net Metering Caps. Provider is also not responsible for installing the system prior to Federal Investment Tax Credit deadlines.

Warranty Exclusions: This limited warranty does not apply to damage, malfunction or degradation of the electrical output caused by:

- Failure to properly operate and maintain the system
- Failure to meet manufacturer's recommended requirements
- Use of unauthorized repairs, replacements or equipment service(s) not covered under warranty
- Cosmetic wear and tear of materials listed in this contract
- Purchaser abuses, accidents, alterations, improper equipment use, negligence, vandalism or acts of nature/weather
- Third party abuses, accidents, alterations, improper equipment use, negligence, vandalism or acts of nature/weather

Indemnification: Purchaser acknowledges and agrees to indemnify and hold Provider harmless for circumstances arising from and or relating to the Installed Solar Photovoltaic System.

Entire Agreement: This agreement contains the complete agreement between the Provider and the Purchaser and supersedes all previous agreements. Any modification to the contract shall be agreed to in writing by both the Provider and Purchaser prior to the modification becoming valid.

Severability: If any provisions of this Agreement are held to be illegal, invalid or unenforceable, such provisions shall be severable, and the remaining terms and conditions of the Agreement shall remain in full force and effect.

Resolution of Disputes: In the event a dispute arises between the Provider and Purchaser regarding this agreement, both parties agree to try and solve the dispute informally and in good-faith within 30 days. In the event that resolution is not reached, then a private third-party mediation provider will be used in accordance with the American Arbitration Association and the decision binding. Provider has the first right of making repairs or making adjustments to the installation prior to hiring

another contractor.

Purchaser Late Fees: Purchaser must have completed all payments due to the Provider on schedule regardless if there is a dispute. Provider reserves the right to delay commissioning in the event payments are not completed as stated within this agreement. Purchaser agrees to pay a late fee of 10 percent of the past due amount pro-rated per day. This late fee is considered liquidated damages. **Completion of Punch-list is not a condition of payment. Purchaser's internet connectivity/powerline communication to monitor is not a condition of payment. Utility approval of operation is not a condition of payment. Matching stucco or paint is not a condition of payment.**

The following notice is required be the California State Providers License requirements:

MECHANICS LIEN WARNING

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

Even if you Pay you r Provider in full unpaid sub contactors, suppliers, and laborers who help improve your property may record mechanics liens and sue you in court to foreclose on the lien If the court finds that 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 suppliers must provide you with a document called a "20-day preliminary Notice." This notice is not the 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 sub Provider starts work or the supplier provides material. This can be a big problem if you pay your Provider before you have received preliminary notices.

You will not get Preliminary Notices from your prime Provider 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 Provider of all subProviders and material suppliers that work on your project. Find out from your Provider when the subcontractor 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 Provider 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 Provider and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB;s internet web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB(2752)

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

"State law requires anyone who contracts to do construction work to be licensed by the Providers State License Board in the license category in which the Provider is going to be working – if the total price of the job is $500 or more (including labor and materials).

Licensed Providers are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Providers State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed Provider may be in civil court and you may be liable for damages arising out of any injuries to the Provider or his employees.

You may contact the Providers state license board to find out if this Provider has a valid license. The board has complete information on the history of licensed Providers, including any possible suspensions, revocations, judgments, and citations. The board has offices throughout California. Please check the government pages of the White Pages for the

office nearest you or call 1-800-321-CLSB for more information."

"Providers are required by law to be licensed and regulated by the Providers State License Board which has jurisdiction to investigate complaints against Providers if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Provider may be referred to the Registrar, Providers State License Board, P.O. Box 26000, Sacramento, CA 95826."

Smart Solar Construction of Southern California carries Commercial General Liability Insurance. The insurance company is Pauma/Valley Insurance Agency, Inc. . You may call the insurance company at 760-749-2383 to verify coverage.

Purchaser Melinda Lee **Date** 3/29/2017

DBA Smart Solar Construction of Southern California Representative License # 999378:

Provider [signature] **Date:** 3/29/17