



## Solar Energy System Disclosure Document

**This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.**

**The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$12,300.**

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

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

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



# Home Installation Agreement

## Customer & Property Owner(s)

Aleksandra Issa

## Property Location

3665 Sunview Way  
Concord, CA 94520

## Date

8/21/2019

## Contractor

Energy Service Partners INC, dba  
ESP Contracting

970 West 190<sup>th</sup> Street Suite 215  
Torrance, CA 90502  
(866) 865-4559  
CSLB# 619149

This HOME INSTALLATION CONTRACT (the "Contract") is entered into by and between ENERGY SERVICE PARTNERS INC., a California corporation dba ESP CONTRACTING (the "CONTRACTOR" or "ESP"), and the party or parties identified herein as the "CUSTOMER", under the following terms and conditions:

## System Details

\$1,000	\$12,300	2.480 KW	3,880 kWh 0.7% Annual Degradation
Due at Signing	Installation Cost	System Size	Estimated First Year Production
25 Years	25 Years	\$3,690	10/5/2019
Workmanship Warranty	Equipment Warranty	*Potential Tax Credit	Estimated Set Up & Delivery

## 1. System & Material Description

- 8 S-Energy 310W Panels - SN310M - 10/15
- 1 SolarEdge - SEDGE SE3800H-US
- Roof Mounting System
- Main Service Panel Upgrade

## 3. Schedule of Progress Payments

\_\_\_\_\_ You are entering an agreement to purchase an energy generation system. You will own the system installed on your property. You may be entitled to federal tax credits because of the purchase. You should consult your tax advisor. If Owner is financing the Installation through a third-party, Certain of the rights and obligations of this Contract are subject to the Owner receiving third-party financing for the cost of the Installation.

OR

X \_\_\_\_\_ If Owner is paying Contractor directly, Owner shall pay to the Contractor the Contract Price according to the following Schedule of Progress Payments:

\$1,000	\$8,610.00	\$2,690.00
Deposit At Signing	Day of Installation	City Inspection Approval



## 1. **GENERAL TERMS AND CONDITIONS:**

- (a) The Work identified in this Contract shall be inspected by CUSTOMER upon substantial completion of the Work by CONTRACTOR. Failure of the CUSTOMER to inspect the Work within seven (7) days after notice by CONTRACTOR to CUSTOMER that the Work is substantially completed shall constitute a waiver of CUSTOMER'S rights of inspection and shall be equivalent to acceptance of the Work. No agent, employee, or representative of CONTRACTOR has any authority to bind CONTRACTOR to any affirmation, representation, or warranty concerning the Work under this Contract and, unless an affirmation, representation, or warranty is specifically included within this Contract, it will not be enforceable by CUSTOMER against CONTRACTOR.
- (b) CUSTOMER hereby agrees to protect, defend, indemnify, and hold harmless CONTRACTOR and CONTRACTOR's employees, officers, directors, agents, subcontractors, heirs, successors, and assigns from and against any and all claims, demands, actions, causes of action, liability or liabilities, proceedings, fines and/or penalties, arising out of any Customer-Provided Materials, CUSTOMER's breach of this Contract, or any conduct, work, or any action or inaction, by anyone other than CONTRACTOR or CONTRACTOR's employees, officers, directors, agents, subcontractors, heirs, successors, or assigns. However, this indemnification shall not apply to liability arising out of the sole negligence or willful misconduct of CONTRACTOR, or CONTRACTOR's agents, or independent contractors who are directly responsible to CONTRACTOR. This indemnification shall extend to claims occurring after this Contract has been terminated or has been fully performed, as well as while it is in force. This indemnification shall not be limited by insurance requirements or by any other provision of this Contract.
- (c) CONTRACTOR shall not be responsible for delays, cost increases, or damages associated with inspections, government action or inaction, the permit process, loan funding or disbursement, weather or acts of God, earthquakes, tornadoes, hurricanes/typhoons, strikes, boycotts, union disputes, or an inability to procure materials through routine channels of commerce (hereinafter, each, an "Outside Event"). any unusual depth or infrastructure required by a governmental authority or a public utility for all or any part of the Services to be performed including, but not limited to, such requirements as relate to the condition caused by poor seal, lack of compaction, hillside or other slope or drainage conditions. CONTRACTOR shall not be obligated to correct or repair any matters described in the preceding subparagraphs. (a)-(d), but CONTRACTOR may, in its sole discretion, enter into a Change Order with Buyer covering CONTRACTOR 'ssubstantial completion of such repairs or correction.
- (d) CUSTOMER shall reimburse CONTRACTOR for the actual increased cost of materials that increase more than five percent (5%) over the originally quoted price.
- (e) CUSTOMER agrees to sign and record a Notice of Completion within five (5) days after completion of the Work. If CUSTOMER fails to file the Notice of Completion within five (5) days after completion of the Work, CUSTOMER hereby appoints CONTRACTOR as CUSTOMER's agent who may sign and record the Notice of Completion on behalf of CUSTOMER if CONTRACTOR so chooses.
- (f) CUSTOMER and CONTRACTOR hereby agree that, in the event of any breach of this Contract by CONTRACTOR, CUSTOMER shall not be entitled to, and hereby waives any claim of any consequential or incidental damages (as defined in the California Commercial Code) except as allowed (if at all) under California Law for personal injuries. In no event shall CONTRACTOR be responsible to CUSTOMER, in damages, for any amount in excess of the amount of this Contract. Any action for breach of this Contract must be commenced within one (1) year of the breach.
- (g) This Contract shall not be assigned by either party without prior written consent of the other; provided, however, that CONTRACTOR reserves the right to subcontract any and/or all of the Work under this Contract to any duly licensed persons or entities.

- (h) This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed under this Contract exists between the parties. This Contract can be modified only by an agreement in writing signed by both parties.
- (i) If the work of CONTRACTOR shall be stopped under any order of the court or other public authority, for a period of thirty (30) days or more, through no act or fault of the CONTRACTOR, his employees or agents, CONTRACTOR shall have the right to stop work or terminate this agreement and recover from CUSTOMER payment for all work performed, including, but not limited to CONTRACTOR's profit and overhead on work performed, whether complete or not.
- (j) If necessary, CUSTOMER shall immediately make application to a lending institution for a mortgage to finance this Contract. In the event CUSTOMER is not able to obtain financing within thirty (30) days after execution hereof, then this Contract shall be terminable at CONTRACTOR's option. CUSTOMER shall authorize the lending institution to deliver evidence, satisfactory to CONTRACTOR, of construction financing. Should the "End Commitment" be less than the total cost of construction, CUSTOMER shall establish an escrow account for the balance. At CONTRACTOR's discretion, the escrow requirement may be waived.
- (k) CUSTOMER understands and agrees that data loss and invasions of privacy are inherent risks of using electronic networks. CONTRACTOR cannot and does not guarantee the ability of any software, hardware, or equipment to stop a cyber-attack or other invasions of privacy against CUSTOMER and CONTRACTOR shall not be, under any event or scenario, responsible for any loss of CUSTOMER's, or any third party's, data or privacy.
- (l) Upon satisfactory payment being made for any portion of the Work performed, CONTRACTOR, upon request, will furnish a lien release for that portion of the Work for which payment was made.
- (m) CUSTOMER may require - at CUSTOMER's cost and expense - that CONTRACTOR provide a payment and performance bond for performance of the Work.
- (n) Customer understands and agrees that Contractor may take and use photographs of the Work and/or Customer's property, for trade, advertising, internet, website or social media use, and/or any other purpose, without restriction or Customer's approval. Customer hereby releases Contractor from any and all claims or liability relating to Contractor's right to take, use, alter, and composite said photographs.

## 2. APPROXIMATE START DATE

**8/28/2019.** Work under this Contract shall be deemed to have substantially commenced when CONTRACTOR moves equipment, including but not limited to tools and materials, onto the work site.

## 3. APPROXIMATE DATE OF APPROXIMATE COMPLETION

**11/19/2019.**

## 4. CHANGE ORDERS

If Customer, construction lender, or any public agency or inspector directs any modification or addition to the Work covered by this Contract, the cost shall be added to the contract price plus twenty percent (20%) for overhead and profit. As the extra work progresses, payments for extra work will be made concurrently with payments made under the payment schedule.

## 5. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra Work and Change-Orders become part of this Contract once the order is prepared in writing and signed by the parties prior to the commencement of any Work covered by the new change order. CONTRACTOR and CUSTOMER agree that changes in the Work requested by email and agreed-upon by a reply email (not automatic) shall be deemed a valid, enforceable written change order signed by both parties. CUSTOMER may not require CONTRACTOR to perform Extra or Change-Order Work without providing written authorization prior to the commencement of any Work covered by the new Change-Order. CONTRACTOR's failure to comply with change order requirements does not preclude the recovery of compensation for Work performed based on legal or equitable remedies designed to prevent unjust enrichment.

## 6. CONTRACT EXCLUSIONS:

Unless included elsewhere in this Contract, this Contract specifically EXCLUDES the following:

- (a) The removal and/or disposal of hazardous materials and/or substances and/or products including, but not limited to, asbestos, lead, petroleum and/or hydrocarbon substances, and/or products and/or materials which contain asbestos, lead, petroleum, and/or hydrocarbon substances.

- (b) Any work not specified in this Contract or expressly incorporated by reference in the duly signed Extra or Change-Order Work form.

## 7. **SPECIAL TERMS APPLICABLE TO SOLAR INSTALLATIONS**

- (a) CONTRACTOR shall secure any permits, permit fees, and/or approvals which are or may be required by any homeowners' association, or local, state, or federal agency or department to complete of the project, unless otherwise expressly specified to the contrary in the Contract.
- (b) Customer authorizes CONTRACTOR to install the System at the Project Address and agrees to pay CONTRACTOR the Contract Price for the System and Work set forth on page 1. CONTRACTOR agrees to sell and install the System at the Project Address in compliance with applicable Laws. CONTRACTOR shall not be liable for any damage or loss sustained by Customer as a result of:
- i. A condition existing on, over, or under the Project Address or relating to a condition which has not been fully disclosed to CONTRACTOR by the Customer in writing prior to the Effective Date;
  - ii. Delays in the installation of equipment, delays for equipment failure, or for delays caused by interruption of service, to the extent said delays are due to an Outside Event (CONTRACTOR makes no promise of delivery and installation of equipment or commencement of services by any particular date);
  - iii. Drilling and cutting into certain areas of the Project Address in or near the area where the System will be installed (CONTRACTOR shall have the right to determine the method, details, and means of installing the System);
  - iv. Property lines and setbacks, which CUSTOMER shall be responsible to identify and mark, if requested, for CONTRACTOR.
- (c) While CONTRACTOR, its subcontractors or agents are at the Project Address providing services and Work, CUSTOMER agrees:
- i. To give CONTRACTOR, subcontractors, and equipment access to the Project Address during normal working hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Saturday, excluding national holidays) to complete the Work;
  - ii. To ensure that the Project Address is free of preexisting hazards (including, without limitation, unsafe physical conditions, environmental hazards, and building/zoning code violations, and a condition existing in violation of any Law);

- iii. To ensure that the security system at the Project Address, if any, shall not interfere with installation of the System;
  - iv. To prevent the presence of unattended minors at the Project Address;
  - v. To control pets and keep them away from work areas;
  - vi. To keep posted permits on display at all times;
  - vii. To supply all utilities unless otherwise agreed in writing; and
  - viii. To remove or protect any personal property
- (d) CONTRACTOR is not responsible for CUSTOMER's failure to remove or protect paint, carpets, drapes, furniture, landscaping, shrubs, plants, hardscaping, sidewalks, driveways, or other personal items. CONTRACTOR agrees to use reasonable care so as not to as damage said items as are reasonably designated by Customer or are obvious after a visual inspection by CONTRACTOR (herein, collectively, the "Customer Personal Property"), but CONTRACTOR shall not be liable for any and all damage to all or any part of the Customer Personal Property that CONTRACTOR has asked the Customer to remove and safely store or where damage to such Customer Personal Property was reasonably foreseeable in connection or relating to CONTRACTOR's performance of all or any part of the Services.
- (e) In the event that the Work described in the System Description includes 'Attic Package' and CONTRACTOR determines during a site inspection that either live knob and tube electrical wiring, asbestos, or other hazardous material exists and their removal would be required in order to provide a safe installation of the 'Attic Package', both CONTRACTOR and the Customer mutually agree to eliminate 'Attic Package' from the scope of work and increase the number of solar panels to near the equivalent amount of savings as the 'Attic Package' would have provided.

- (f) CUSTOMER may be eligible for a federal solar investment tax credit, but CUSTOMER acknowledges that eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, CUSTOMER must have federal income liability that is at least equal to the value of the credit. CONTRACTOR is not responsible for CUSTOMER's receipt of any tax credits related to the Solar System. CONTRACTOR does not provide tax advice and nothing in this Contract is intended to be used as tax advice. In order to determine CUSTOMER's eligibility for any federal solar investment tax credit, CUSTOMER should consult with independent tax advisors, a CPA, or an attorney.
- (g) CONTRACTOR may cancel this Contract prior to starting, or during the Work, for the following reasons:
  - i. Prior to commencement of the Work, we may cancel this Contract for any reason, at which time we will return the Deposit and any paid portion of the Contract Price, minus the Reimbursement Amount. Contractor shall have access to the Project Address at any time prior to or after its acceptance of this Contract to conduct a review of the scope of the Work and to conduct a field inspection to verify the description of Services. We may elect to cancel or reject this Contract if we determine, in our sole and absolute discretion, that conditions existing at the Project Address or contemplated in this Contract do not allow for the delivery of the Work for the Contract Price.
  - ii. After the Work has commenced, CONTRACTOR may cancel this Contract if CONTRACTOR's completion of all or material part of the Work becomes impractical or impossible due to: (1) increased costs or unavailability of labor, equipment, or materials used or to be used in connection with the Work; (2) delays which, cumulatively or individually, exceed 60 days; (3) damage to the completed portion of the Work; (4) material damage or destruction of the Project Address; (5) termination of the Work by a governmental authority or public utility with jurisdiction; or (6) an Outside Event.
  - iii. In the event of cancellation, CUSTOMER understands and agrees to pay CONTRACTOR an amount (the "Reimbursement Amount") equal to the actual cost of all labor, materials, equipment, processing, engineering, drafting, and permits already furnished plus administrative project management fees (herein, the "Fees") equal to fifteen percent (15%) of the total of the foregoing amounts, which shall not exceed \$1,000. If an Outside Event occurs and the Work is not terminated, all work necessary to replace and/or repair Work already performed shall be additional work to be paid for by Customer, and the term of completion of the Work shall be extended by the period(s) of any and all delays to the extent attributable to the Outside Event or other cause beyond the reasonable control of CONTRACTOR.

## 8. WARRANTY:

- (a) **Limited Warranty.** CONTRACTOR warrants its Work as follows:
  - i. **Product Installation (Panels, Inverters):** CONTRACTOR warrants the installation of products to be free from defects in workmanship from the date the installation of the product is completed for a period of 25 years of normal use. This workmanship warranty does not include any damages or defects in the product except to the extent solely caused by CONTRACTOR's installation of the product. Manufacturer warranties may provide additional coverage beyond CONTRACTOR's warranty.
  - ii. **Repairs:** CONTRACTOR warrants the repairs made to be free from defects in workmanship from the date the repair is completed for a period of 25 years of normal use. This workmanship warranty does not include any damages or defects in the products used to make the repair except to the extent solely caused by CONTRACTOR's installation of the product.
  - iii. **Roof Warranty:** When we penetrate your roof during a Solar System installation to mount the Solar System we warrant the sealing of the roof penetrations we make and the flashings installed by us with such penetrations for 25 years following completion of the Solar System. If a roof presents concerns in its existing condition prior to or at the time of install, CONTRACTOR will provide CUSTOMER notice in writing and may request exclusion of this roof warranty as a condition of proceeding with installation.

- iv. CONTRACTOR will have the right to inspect the areas at issue to determine the cause of the alleged defects. If the defects are determined to be within the scope of the workmanship warranty, CONTRACTOR will make the necessary repairs at CONTRACTOR's expense.
- v. CONTRACTOR's repair of the defect SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entity with respect to any defect. CONTRACTOR will not refund or pay any costs in connection with repairs made by anyone other than CONTRACTOR.

(b) **Warranty Exclusions.** This Warranty does not cover damage or defects resulting from or in any way attributable to (a) neglect, (b) misuse, (c) abuse, (d) repair or alteration made by anyone other than CONTRACTOR, (e) settlement or structural movement and/or movement of materials to which installed products are attached, (f) damage from incorrect design of the structure, (h) acts of God including, but not limited to, snow, ice, hurricanes, tornadoes, floods, earthquakes, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions, termites, mold, or animal activity), (i) lack of proper care or maintenance, (j) any cause other than workmanship defects attributable solely to CONTRACTOR. ASIDE FROM THE EXPRESS WARRANTY IN SECTION 13.a. ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT CONTRACTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OR FUNCTIONS OF THE SYSTEM OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CUSTOMER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. NO REPRESENTATION, STATEMENT, CONDITION OR WARRANTY NOT CONTAINED IN THIS CONTRACT SHALL BE BINDING ON THE PARTIES OR HAVE ANY FORCE OR EFFECT WHATSOEVER. FURTHERMORE, CONTRACTOR PROVIDES NO GUARANTEE OR WARRANTY ON ANY CUSTOMER-PROVIDED EQUIPMENT, MATERIAL, SUPPLIES, OR WORK (COLLECTIVELY, "CUSTOMER-PROVIDED MATERIALS"). Section 13.a. constitutes the only warranty extended by CONTRACTOR for its workmanship. NO OTHER WARRANTY SHALL BE MADE BY OR ON BEHALF OF CONTRACTOR.

- (c) **No Warranty on Savings.** The limited warranty described in Section 13.a above is the only warranty made by Contractor with respect to the Solar System. Contractor hereby disclaims, and any beneficiary of the limited warranty hereby waives, any warranty with respect to any cost savings from using the System.
- (d) **Customer Obligations:** CUSTOMER shall: Only have the System repaired pursuant to the warranty and reasonably cooperate when repairs are being made; properly operate or maintain the PV System in accordance with schedule maintenance schedules, requirements, or recommendations of CONTRACTOR and/or the PV System component manufacturer(s); Keep trees, bushes, and hedges trimmed and not make any modifications to the Project Address so that the system receives as much sunlight as it did when CONTRACTOR installed it; Keep the panels clean; Be responsible for any conditions that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way); Not remove any markings or identification tags on the system; Permit CONTRACTOR, after reasonable notice, to inspect the system for proper operation as CONTRACTOR reasonably determines is necessary; Not do anything, or permit or allow anything to exist, that results in any condition or circumstance that would cause the System not to operate as intended; Notify CONTRACTOR immediately if CUSTOMER thinks the System is damaged, appears unsafe, or is stolen, and; Not to take any other action that could void the warranty on the system without CONTRACTOR's prior written consent. CUSTOMER agrees that CUSTOMER must comply with these maintenance obligations or CONTRACTOR's warranty shall be void and of no effect.
- (e) **Warranty Transfers:** This warranty is transferable upon sale of the solar system with 60 days' notice to ESP. Send transfer requests to 970 W 190th Street Ste.215 Torrance, CA 90502. Similarly, CONTRACTOR's maintenance and repair obligations herein may be assigned or transferred immediately and without CUSTOMER's consent to a third party who will be bound to all the terms of CONTRACTOR's warranty and CONTRACTOR shall be released from obligations related to the same, in which case CUSTOMER will be notified of any change to the mailing address, email, or phone number to use for questions, payments, or to request System repair.

- (f) **Warranty Claims:** CUSTOMER shall provide CONTRACTOR written notice of a warranty claim within 30 days after the discovery thereof or the warranty is void. CONTRACTOR shall have 180 days from receipt of any warranty claim to investigate, make a warranty determination, and make any warranty repair deemed necessary by CONTRACTOR. CONTRACTOR's warranty repairs shall constitute a full settlement and release of all claims of any covered person/entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently by the covered person/entity. In the event of litigation, CUSTOMER may recover actual damages only, and in no event shall CONTRACTOR or our agents or subcontractors be liable for special, indirect, punitive, exemplary, incidental or consequential damages of any nature if allowed by state law.

## 9. **UTILITIES**

CUSTOMER's utility may credit or purchase electricity produced by the solar system as outlined in the utilities' Net Metering Agreement and Interconnection agreement. CONTRACTOR will work with the utility to obtain approval to connect the solar system to the electric meter. CONTRACTOR is not affiliated with any utility or government agency, is separate from CUSTOMER's utility company, and does not guarantee production or purchase of electricity from CUSTOMER's PV System. Any utility rates and costs provided by CONTRACTOR are estimates only, utility rates may go up or down and savings, if any, may vary, and legislative or regulatory action may affect or eliminate CUSTOMER's ability to sell or get credit for any excess power generated by the system. Historical data are not necessarily representative of future results. FOR FURTHER INFORMATION REGARDING UTILITY RATES, REGULATIONS, OR CREDITS, CONTACT YOUR LOCAL UTILITY OR STATE PUBLIC SERVICE COMMISSION.

## 10. **PAYMENT TERMS**

- (a) Upon substantial completion of the work described in this Contract, payment shall be due in cash and in full. In the event payment for the Work as described herein is not paid upon substantial completion, or within ten (10) days of the date that any payment is due under this Contract, CONTRACTOR will charge, and CUSTOMER agrees to pay (1) interest on the unpaid balance at the rate of EIGHTEEN PERCENT (18%) per annum from the date payment was due, and (2) a late fee of Five Hundred Dollars (\$500.00) per occurrence.

- (b) The obligation by CUSTOMER to pay interest at the rate of EIGHTEEN PERCENT (18%) per annum on the unpaid balance shall not be deemed (1) a forbearance, nor (2) consideration for CONTRACTOR waiting to collect the indebtedness, nor (3) a loan of money, nor (4) a waiver of CONTRACTOR's right to immediately enforce collection of the indebtedness by all available legal remedies.
- (c) Should CUSTOMER fail to make payment to CONTRACTOR in the amount, and within the time(s) set forth herein, CONTRACTOR shall have no further obligation to continue the performance of the Work and CONTRACTOR shall be entitled to immediately exercise every legal right and remedy available to CONTRACTOR for the collection of amounts due.
- (d) CUSTOMER expressly agrees that the place for performance of CUSTOMER's obligation to pay for the work billed, and venue for any action arising under this Contract, shall be the County of CONTRACTOR's place of business identified in this Contract, despite the fact that work may be performed or the Contract may be entered into in a county other than CONTRACTOR's place of business.
- (a) In legal action brought by CONTRACTOR to collect an unpaid sum due to CONTRACTOR pursuant to this Contract, CONTRACTOR shall be entitled to receive from CUSTOMER, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the collections action or proceeding.

## 11. **COMMERCIAL GENERAL LIABILITY INSURANCE**

CONTRACTOR carries commercial general liability insurance with **WESTERN WORLD INSURANCE CO.** You may call the insurance company at 201-847-8600 to check CONTRACTOR's insurance coverage.

## 12. **WORKERS' COMPENSATION INSURANCE**

CONTRACTOR carries workers' compensation insurance for all employees.

## 13. **LIMITED AUTHORITY OF SALESPERSONS**

ANY SALES REPRESENTATIVE OR CONSULTANT WHO SELLS CONTRACTOR'S PRODUCTS AND SERVICES DIRECTLY TO CUSTOMER IN CUSTOMER'S HOME OR BUSINESS, AS WELL AS ANY SELF-EMPLOYED TECHNICIAN OR INSTALLER WHO INSTALLS OR SERVICES CONTRACTOR'S PRODUCTS, ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF CONTRACTOR. AS SUCH, THESE INDEPENDENT CONTRACTORS ARE NOT AUTHORIZED TO PROMISE OR OFFER CUSTOMER ANYTHING WHICH WOULD CONTRADICT

OR CHANGE, IN WHOLE OR IN PART, THE EXPRESS TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT AND CONTRACTOR WILL NOT HONOR ANY SUCH VERBAL PROMISES OR OFFERS UNLESS SPECIFICALLY AGREED TO IN WRITING.

#### 14. **DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance the Uniform Rules for Binding Arbitration of the Business Consumer Alliance in effect at the time of initiation of arbitration, and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**NOTICE: BY SIGNING THIS AGREEMENT THE BUYER IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THE AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND BUYER IS GIVING UP ANY RIGHTS BUYER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT AND DECIDED BY A JURY**

**BY SIGNING THIS AGREEMENT BUYER IS FURTHER GIVING UP BUYER RIGHTS TO DISCOVERY AND APPEAL APPLICABLE TO COURT PROCEEDINGS, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 21.**

**IF BUYER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, BUYER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. BUYER AGREES THAT BUYER'S AGREEMENT TO THIS SECTION 21 IS VOLUNTARY. BUYER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT TO NEUTRAL ARBITRATION.**

Initials of Buyer: DS

Initials of Consultant: AI

#### 15. **MECHANICS LEIN 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 Internet Web site at [www.cslb.ca.gov](http://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.

#### 16. **INFORMATION ABOUT THE CONTRACTOR'S STATE LICENSE BOARD (CSLB)**

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

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

For More Information

Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

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

**17. NOTE ABOUT EXTRA WORK OR CHANGE ORDERS**

You, the buyer or Customer may not require a contractor to perform extra 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 you, the buyer or Customer, unless the written extra work or change order also identifies all of the following 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 to or subtracted from the contract, and (3) The effect the order will make in the progress payments or the completion date.

If the Contractor fails to comply with the requirements under this notice, the Contractor is not precluded from recovering compensation from you for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

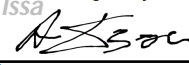
**18. NOTICE OF RIGHT TO CANCEL**

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE EXHIBIT 2, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

**ACCEPTANCE:** The prices, specifications, and terms contained herein are satisfactory and are, subject to the right of cancellation, hereby accepted.

**Property Owner's Name:**

DocuSigned by:  
*Aleksandra Issa*

  
F0443EB808FB484...

Signature:

8/21/2019

Date: \_\_\_\_\_

**Co-Property Owner's Name (if any):**

\_\_\_\_\_

Signature:

Date: \_\_\_\_\_

**Home Installation Consultant:**

DocuSigned by:  
*Alex Lake*

065368B7B0964E1...

Signature

Date: 8/21/2019 \_\_\_\_\_

**Energy Service Partners, INC DBA ESP Contracting:**

Signature:



Name: Gary Gietz

Date: 8/21/2019 \_\_\_\_\_

**EXHIBIT 2 (CONTRACTOR COPY)**  
**NOTICE OF THREE DAY RIGHT TO CANCEL**

**Date of Transaction:** The date you signed the Agreement.

You may cancel this Transaction without any penalty or obligation, within three (3) business days of the Contract date, by mailing this Three-Day Notice of Cancellation to CONTRACTOR at the address listed at the top of the first page of the Contract.

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to ENERGY SERVICE PARTNERS 970 W 190<sup>th</sup> STREET SUITE 215, TORRANCE, CALIFORNIA 90502 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Agreement.

I, \_\_\_\_\_ [Name], hereby cancel this transaction on \_\_\_\_\_ [Date].

**Purchaser's Signature:**

\_\_\_\_\_

**Co-Purchaser's Signature:**

\_\_\_\_\_

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



Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**EXHIBIT 2 (CUSTOMER COPY)**  
**NOTICE OF THREE DAY RIGHT TO CANCEL**

**Date of Transaction:** The date you signed the Agreement.

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 TEN BUSINESS DAYS following receipt by the CONTRACTOR of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the CONTRACTOR at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the CONTRACTOR regarding the return shipment of the goods at the CONTRACTOR 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 retain or dispose of the goods 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 this cancellation notice, or any other written notice to ENERGY SERVICE PARTNERS 970 W 190<sup>th</sup> STREET SUITE 215, TORRANCE, CALIFORNIA 90502 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Agreement.

I, \_\_\_\_\_ [Name], hereby cancel this transaction on \_\_\_\_\_ [Date].

**Purchaser's Signature:**

\_\_\_\_\_

**Co-Purchaser's Signature:**

\_\_\_\_\_


## ENDORSEMENT DOCUMENT

### Rebate Applications | Interconnection | HOA

By signing below, I/we authorize Energy Service Partners, Inc to use my digital signature on any pertinent city clearance application forms as well as utility rebate application and Interconnection forms. I also allow Energy Service Partners, Inc to use the same electronic signature for Home Owners Association application as needed to complete my solar project. Energy Service Partners, Inc will provide a copy of any and all applications with the digital signature on it. Energy Service Partners, Inc will not use this for any other applications other than listed above.

I/we, Aleksandra Issa, on 8/21/2019 hereby authorize Energy Service Partners to complete the applications on our behalf.

#### Customer's Signature:

DocuSigned by:  
  
F0443EB808FB484...

\*Please be advised HOA's will NOT contact the contractor with approvals. You must notify your project manager when you receive approval.  
8/21/2019