

RESIDENTIAL SOLAR POWER AGREEMENT

Date: 10-10-18

Customer Name: KEITH & THERESA THORBURN

Address: 512 WILKINSON ST

City: ALHAMBRA Zip: 91801

Email: TINA.THORBURN@GMAIL.COM

Home Phone: XXXXXXXXXXXX

Work Phone: _____ Cell Phone: _____

Presite Phone: XXXXXXXXXXXX

Upon satisfactory payment being made for any portion of work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement a full and unconditional release from any claim or mechanic's lien pursuant to section 3114 of the Civil Code for that portion of work which payment has been made.

Payment must conform to terms above. Any payment more than 30 days past installation date are subject to 1.5% interest per month. It is the responsibility of the customer to complete whatever documents are necessary to satisfy financing requirements. Failure to do so in a timely manner will cause the entire balance to become due and payable. In the event it should become necessary for the company to institute suit for the enforcement of any of the terms of this contract, purchaser agrees to pay all of the company's cost of suit together with reasonable attorney fees.

This order becomes a binding contract when signed by purchaser and an authorized representative of the undersigned company. No statement or representations other than as set forth above shall bind any party and any additional work requested by the customer not currently outlined in this agreement will require a signed changed order specifying the work performed and the associated cost.

State law requires anyone who contracts to do construction work to be licensed by the Contractor State License Board in the license category in which the contractor is going to be working - If the total price of the job is \$500 or more (including labor and materials).

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

You may contact the Contractor's State License Board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, 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-CSLB for more information.

By California law, down payment cannot exceed 10% of contract price or \$1,000, whichever is lesser.

Any questions concerning a contractor may be referred to the Board whose address is: Contractor's State Board, P.O. Box 26000, Sacramento, CA 95826

25 YEAR LINEAR PERFORMANCE GUARANTEE

JOB TOTALS

Solar Electric <u>5</u> KW	\$ <u>29,405</u>
Utility Rebate (if applicable)	(\$ _____)
Battery Rebate (instant Y/N)	(\$ _____)
Inverter Upgrade	\$ _____
Extra Services Required	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Total Investment	\$ <u>29,405</u>

CASH INVESTMENT

Down payment	\$ _____
Due at presite (30%)	\$ _____
Due upon completion	\$ _____
Total Investment	\$ _____

- ☒ Design, Engineer and Install a 5 KW Solar System
- ☒ Includes all Taxes, Labor, Permits & Licenses
- ☒ Federal Tax Credit up to 30 %
- 1A Battery Backup/Storage Rebate
- ☒ 25-year Manufacturer Limited Performance Warranty on Panels
- 1A 10-year Manufacturer Limited Warranty - Standard Inverter
- ☒ 25-year Manufacturer Ltd Warranty on Upgraded Inverter
- ☒ 10-year SolarCo Workmanship Warranty
- 1A 10-year Manufacturer Ltd Performance Warranty on Battery

EXTRA SERVICES REQUIRED

- ☐ Y ☐ N Electrical Panel Upgrade with Solar Load Center (if possible when needed)
- ☐ Y ☐ N *PREMIUM 240 VOLT SOLAR COOL PANELS*
- ☐ Y ☐ N *SOLAR EDGE OPT 11.25% S*
- ☐ Y ☐ N *TRANSFERABLE WARRANTIES*
- ☐ Y ☐ N 24/7 Web enabled monitoring

NOTICE - This contract consists of this document and reverse side "Notice to Owner" and "Notice of Cancellation." A failure by the contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of this section.

You, the buyer, may cancel this transaction at any time prior to midnight of the Third business day after the date of this transaction. (Contracts cancelled after 3 days are subject to 10% charge of the total contract price plus the cost of all materials ordered or furnished for project as specified by this contract.)

Approximate Commencement Date 10-10-18 Approximate Completion Date 11-10-18

Purchaser X Keith Thorburn Authorized Representative X Tina Thorburn

Purchaser X Theresa Thorburn Reg. # 157461 R. W. SIOGH

Date 10-10-18 Date 10-10-18

NOTICE TO OWNER

The "Notice To Owner" describes, in non-technical language, pertinent provisions of the State's Mechanics' Lien Laws which specify the rights and responsibilities of both the property owner and the contractor

This notice must be a part of any home improvement contract, including swimming pool contracts, which exceed \$500

NOTICE TO OWNER

Under the California Mechanics' Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court office and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project).

To insure extra protection for yourself and your property, you may wish to take one or more of the following steps:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the County Recorder for further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the registration contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons due payment are actually paid.
4. After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be as complete. **To protect yourself under this option, you must be certain that all material suppliers, subcontractors and laborers have signed the "Waiver and Release" Form.**

NOTICE OF CANCELLATION

Date: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property trade in, any payment 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 good at the seller's expense and risk.

If you do make the goods available to 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 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:

Solarco , at P.O. Box 87, Wilton, CA 95693/

Not later than midnight of _____
(Date)

I hereby cancel this transaction .

(Date)

(Buyer's Signature)