



## **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: \$27,755.00**

**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, your address, and the date you received the signed copy of the contract and this notice.**

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



## SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the key terms of your purchase of a solar electric system ("System"). It is not a substitute for your purchase contract ("Contract"), loan or any other documents associated with this transaction. Information presented below is subject to the terms of your Contract.

**Read all documents carefully so you fully understand the transaction.**

For more information on becoming a smart solar consumer please visit [www.seia.org/consumers](http://www.seia.org/consumers).

**Provider:** Tesla, Inc.  
**Address:** 3500 Deer Creek Road  
Palo Alto, CA 94304  
**Tel.:** 888-518-3752  
**License # (if applicable):** CA  
CSLB 949283  
**Email:** [customercare@tesla.com](mailto:customercare@tesla.com)

**Installer:** Tesla Energy Operations, Inc.  
**Address:** 6800 Dumbarton Circle  
Fremont, CA 94555  
**Tel.:** 888-765-2489  
**State/County Contractor License #:**  
CA CSLB 888104  
**Email:** [customercare@tesla.com](mailto:customercare@tesla.com)

**Customer:** Mario J Arellano  
**System Installation Address:**  
46174 Linda Court,  
Temecula, CA 92592  
**Customer Mailing Address:**  
46174 Linda Court,  
Temecula, CA 92592  
**Email:** [marioarellano35@gmail.com](mailto:marioarellano35@gmail.com)  
**Contract Date:** 9/24/2018

### Purchase Price

Your purchase price: \$27,755.00

List of any credits, incentives or rebates included in the above purchase price: \$0.00

**\*NOTE:** Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information.

### Payment Schedule

Amount you owe Provider at Contract signing: \$0.00

Amount you owe Provider at the commencement of installation: \$0.00

Amount you owe Provider at the completion of installation: \$0.00

Your financing partner will make the final payment to the Provider after installation for the following amount: \$27,755.00

### Financing

Your system: **WILL be financed**

**NOTE:** If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your financing agreement.** If you have any questions about your financing arrangement, contact your finance provider and read all financing disclosures before signing a Contract.

### Installation Timing

Approximate Start Date: 60-120 days from the date the Agreement is signed.

Approximate Completion Date: 60-120 days from the date of the Agreement is signed.

### Interconnection Approval

**PROVIDER** is responsible for submitting a System interconnection application.

### Site & Design Assumptions for your Purchase

The estimated size of your System is: 6.5 kW DC

Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 9,345 kWh



Estimated System Lifetime: [30 years](#)

Estimated annual electricity production decrease due to natural aging of the System: [0.5%](#)

System location on your property: [rooftop](#)

Connectivity: The System [WILL](#) be connected to the electric grid.

At the time of installation, your local utility [WILL](#) credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction. [Your utility offers a net energy metering policy as required under state statute or as regulated by a public utility commission. Changes in net energy metering policy or utility rate structures during the life of the system may result in lower utility bill savings than estimated or none at all; Tesla Energy will not be responsible for reassessing the contract rate.](#)

### **System Maintenance & Repairs**

System maintenance [IS](#) included for 20 years from the Installer. You are required to perform the following system maintenance:

- [Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.](#)
- [Panel Cleaning: Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover.](#)

“System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs [ARE](#) provided by the Installer.

If System repairs [ARE](#) included, the coverage periods for each hardware component of your System (in years) are:

Inverter Warranty: [20 years](#)

[Please check the Manufacturer's warranty for the coverage period of other hardware components.](#)

If System repairs [ARE](#) included, the coverage periods for the labor/workmanship for each component of your System (in years) are:

Solar System: [20 years](#)

Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Provider may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.

### **Roof Warranty**

Your roof [IS](#) warranted against leaks from the system installation for the first 10 years by the Provider.

### **Performance or Production Guarantee**

Provider is providing you with a:

- [Performance guarantee for 20 years](#)
- [System production guarantee for 20 years](#)

Underperformance or underproduction will be remedied as follows: Tesla will repair or replace any defective part and restore System performance. If at the end of each successive [24](#) month anniversary of your first monthly payment the cumulative Actual kWh generated by the System is less than the Guaranteed kWh, then we will send you a refund check equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh.

### **Taxes**

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Contract.

### **Utility and Electricity Usage/Savings Assumptions**





Customer Information  
**Mario J Arellano**

Salesperson  
**Guy Munselle**

Installation Location  
**46174 Linda Court  
Temecula, CA 92592**

Installer License  
Tesla Energy Operations, Inc.  
**CA CSLB 888104**

**46174 Linda Court  
Temecula, CA 92592  
4086672321**

Registration/License Number:  
**100621 SP  
43320 Business Park Dr,  
Suite B104  
Temecula, CA 92590**

Here are the terms of your Solar Home Improvement Agreement

**6.5 kW DC**

System Size

**20yr**

System Warranty

### The Tesla Promise

- We provide a money-back energy performance guarantee.
- We warrant all of our roofing work.
- We warrant and repair the System.
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The pricing in this Agreement is valid for 30 days after 9/24/2018.

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### Your Tesla Purchase Agreement Details

Contract Price	\$27,755.00
REC Value (Estimate)	- \$0.00
Rebate Value (Estimate)	- \$0.00
Amount Due	\$27,755.00
Est. first year production	9,345 kWh

**6800 Dumbarton Circle, Fremont, CA 94555 | 888.765.2489 | tesla.com**

3420365



6800 Dumbarton Circle, Fremont, CA 94555  
 T (888) 765-2489 F (650) 638-1029 TESLA.COM

## SOLAR HOME IMPROVEMENT AGREEMENT – RESIDENTIAL

**Date of Execution:** 9/24/2018

This Solar Home Improvement Agreement (this “**Agreement**”) is between Tesla, Inc. (“**Tesla**”, “**we**” or “**Contractor**”) and you (“**Customer**”) for the sale and installation of the solarsystem described below (the “**Project**” or the “**System**”) at your home (the “**Property**” or your “**Home**”). We look forward to helping you produce clean, renewable solar energy at your Home. The Parties agree as follows:

### KEY TERMS AND CONDITIONS

#### 1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

<b>System</b>	<b>\$27,755.00</b>
Solar Panels, Inverter, and Mounting Hardware	\$13,989.30
Premium Panel Adder	\$325.00
Installation, Permitting, and Other Fees	\$13,440.70
<b>Total System Cost</b>	<b>\$27,755.00</b>

Sale and installation of a 6.5 kW DC photovoltaic system as described above for installation and operation at your Home (collectively, the “System”).

#### 2. CONTRACT PRICE. The Contract Price for the Project is \$27,755.00.

The Contract Price is subject to any change orders agreed to in writing by both parties.

#### 3. INSTALLATION TIMELINE. Tesla will install the System within a reasonable amount of time after we sign this Agreement but no later than twelve (12) months from the date of this Agreement, which shall be of the essence. We will schedule your System installation at a mutually convenient date and time. When Tesla completes installation of the solar panels and the inverters(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

**Approximate Start Date:** 60-120 days from the date of this Agreement

**Approximate Completion Date:** 60-120 days from the date of this Agreement

This performance timeline is an estimate and may be adjusted as provided in this Agreement, including delays due to late payments or unforeseen conditions.







**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.**

## **GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND TESLA THAT PERTAIN TO THE "SYSTEM" DEFINED IN THIS AGREEMENT.

### **1. CHANGES, PERMITS, REBATES, INCENTIVES**

Both parties will have the right to terminate this Agreement, without penalty or fee, if Tesla determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the earlier of (i) one (1) week prior to your scheduled System installation date and (ii) sixty (60) days after we inform you in writing of the revised size, cost or production estimate. If you do not terminate this Agreement or return the written amendment to this Agreement described below within this time period, then this Agreement will automatically terminate and we will charge you a \$250 cancellation fee. Any changes to the System will be documented in a written amendment to this Agreement signed by both you and Tesla. You authorize Tesla to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

If you are financing your System, Tesla's obligation to install the System is conditioned on Tesla's confirmation that you have obtained financing for the System. Tesla may terminate this Agreement without liability and charge you a \$250 cancellation fee if, in its reasonable judgment, this condition will not be satisfied and you are not able to pay for the System by other means.

You acknowledge that the System equipment and materials we will furnish and install are subject to cost increases. We will hold the Contract Price for six (6) months after the date of this Agreement. After six (6) months, if the cost of any System equipment or material rises by any unusual amount because of circumstances beyond Tesla's control, including but not limited to market price fluctuation or a site audit that reveals the need for additional materials or labor, then Tesla shall have the right to present you with a change order for the System equipment with a new price. You will have the right to accept or reject this new price and get your deposit, if any, back. If you do not accept the new price, Tesla shall have the right to terminate this Agreement and issue you a full refund, upon which the parties shall have no further obligations to one another.

Tesla will obtain any necessary permits, at Tesla's cost. Tesla shall not be responsible for delays in work due to the actions of any permitting and regulatory agencies or their employees. You will pay Tesla for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities.

The rebate and incentive calculations Tesla provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. You acknowledge that you may not be financing the full Contract Price because you are expecting to receive rebates or incentives that you will use to pay a portion of the Contract Price. Tesla will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but Tesla shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Contract Price in full regardless of the actual amount of rebates and/or incentives received.

### **2. SCHEDULE OF PROGRESS PAYMENTS**

**The schedule of progress payments (see Key Terms and Conditions cover sheet)**





**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 COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. Customer may, at its discretion, issue payment to Contractor via joint check with any of Contractor's subcontractors or suppliers.**

**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. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

### 3. AGREEMENT TO ARBITRATE

Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

### 4. PROPERTY CONDITIONS





Tesla carries the following insurances applicable to the work being performed under this Agreement:

- a. **Commercial General Liability Insurance (CGL).**  
Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- b. **Workers' Compensation Insurance.**  
Tesla carries workers' compensation insurance for all employees in compliance with law.

### 13. INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

### 14. GOVERNING LAW

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles.

### 15. ENTIRE AGREEMENT

This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. Only an authorized officer of Tesla may execute any change to this Agreement on behalf of Tesla. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. Tesla may assign or subcontract any of its rights or obligations under this Agreement to any affiliates, successor, partner or purchaser.

### 16. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to

enforce that provision; or (ii) affect the validity of this Agreement.

### 17. SELLING YOUR HOME

If you sell your Home you can transfer this Agreement. All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to Section 9 of the Performance Guarantee and Limited Warranty.

### 18. PRIVACY

The Tesla Customer Privacy Policy ([www.tesla.com/legal](http://www.tesla.com/legal)) is part of this Agreement. If you are financing your System, you consent to (1) Tesla providing your financier with this Agreement, the interconnection agreement and other documents from your utility, copies of permits, System energy production data and any other data or documents related to your System requested by your financier, and (2) your financier providing Tesla with your loan status and payment history associated with your financing of the System.

### 19. LIMITED WARRANTY

YOU UNDERSTAND THAT OUR WORK IS WARRANTED UNDER THE TERMS OF EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL OF THE CONTRACT PRICE, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT ("MANUFACTURER'S WARRANTIES") WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT TESLA HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

### 20. LIMITATION OF LIABILITY.

- a. **No Consequential Damages.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 20, YOU AGREE THAT ANY



REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.

- b. **Actual Damages.** Neither party's liability to the other will exceed \$2,000,000, including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, TESLA DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TESLA SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM TESLA IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

**21. NOTICE REGARDING PERFORMANCE AND PAYMENT BONDS**

The owner or tenant in a home improvement contract has the right to require the contractor to have a performance and payment bond.

**22. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.**

- **Exhibit 1:** Notice of Cancellation (10 Day Right to Cancel)
- **Exhibit 2:** Performance Guarantee and Limited Warranty
- **Exhibit 3:** State Specific Provisions
- Schedule A (Purchase Order)
- Schedule B (Renewable Energy Credit Agreement (if applicable))
- Change Order Form
- Solar Operation and Maintenance Guide



**23. RIGHTS TO TERMINATE; CANCELLATION FEE. IN ADDITION TO THE RIGHT YOU HAVE UNDER SECTION 24, YOU MAY TERMINATE THIS AGREEMENT AT NO COST PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. AFTER THAT DATE BUT PRIOR TO OUR COMMENCEMENT OF CONSTRUCTION ON YOUR HOME, YOU MAY ALSO TERMINATE AND WE WILL CHARGE YOU A CANCELLATION FEE OF \$250 UNLESS YOU ARE TERMINATING UNDER:**

- **THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (FOR CHANGES TO SIZE, COST OR PRODUCTION ESTIMATES).**

**WE WILL ALSO CHARGE YOU A CANCELLATION FEE OF \$250 IF:**

- **WE TERMINATE THIS AGREEMENT UNDER THE SECOND PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (FOR YOUR FAILURE TO PROCURE FINANCING), OR**
- **THIS AGREEMENT AUTOMATICALLY TERMINATES PURSUANT TO THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (BECAUSE YOU DID NOT SIGN THE AMENDMENT OR TERMINATE THIS AGREEMENT IN A TIMELY MANNER).**

**24. 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 THE ATTACHED NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT 1 FOR AN EXPLANATION OF THIS RIGHT. 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, 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 them, 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.**

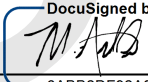




By signing below, I agree that Tesla can contact me for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) I provided that are listed on the first page of this contract. I understand that consent is not a condition of purchase. You may opt-out of this authorization at any time by calling us at: 888-765-2489 or sending us written notice and mailing it to: Tesla, Attention: Phone Authorization Opt-Out, 6800 Dumbarton Circle, Fremont, CA 94555.

I have read this Agreement (INCLUDING THE AGREEMENT TO ARBITRATE) and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

**Customer's Name:** Mario J Arellano

Signature:  \_\_\_\_\_  
DocuSigned by:  
6ABB2DF92A9549F...

Date: 9/24/2018

**Customer's Name:**

Signature: \_\_\_\_\_

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

**Solar Home Improvement Agreement**

Tesla Approved



Sanjay Shah  
SVP, Energy Operations

Date: 9/24/2018



**EXHIBIT 1 (TESLA COPY)  
NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

**Date of Transaction:** 9/24/2018

**You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) 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 (Tesla) 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 (Tesla) regarding the return shipment of the goods at the seller’s (Tesla’s) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) 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 (Tesla), or if you agree to return the goods to the seller (Tesla) 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 Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of  
10/08/2018**

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

**Customer’s Signature:**

\_\_\_\_\_

**Customer’s Signature:**

\_\_\_\_\_





**EXHIBIT 1 (CUSTOMER COPY)  
NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

**Date of Transaction:** 9/24/2018

You may **CANCEL** this transaction, without any penalty or obligation, within **TEN BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla) 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 (Tesla) 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 (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) 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 (Tesla), or if you agree to return the goods to the seller (Tesla) 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 Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NOT LATER THAN MIDNIGHT** of 10/08/2018

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

**Customer's Signature:**

\_\_\_\_\_

**Customer's Signature:**

\_\_\_\_\_



## EXHIBIT 2

### PERFORMANCE GUARANTEE AND LIMITED WARRANTY

#### 1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this "Limited Warranty") is Tesla's ("Tesla" or "**we**") agreement to provide you ("Customer") warranties on the System you purchased under the Agreement. The System will be professionally installed by Tesla at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start the survey of your Home for the System and expires 20 years from completion of installation (the "Warranty Period"), except as otherwise specified. We look forward to helping you produce clean, renewable solar power at your Home.

#### 2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

##### (a) Limited Warranties

###### (i) Installation Warranty

Our installation of the System will be free from defects in workmanship for the full Warranty Period;

###### (ii) Inverter Warranty

After the end of the Manufacturer's Warranty on your System's inverter, we warrant that under normal use and service conditions your System's inverter will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the remainder of the Warranty Period;

###### (iii) Roof Warranty

All roof penetrations we make for your System will be watertight. This warranty will run the longer of (a) the first ten (10) years of the Warranty Period or (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period");

###### (iv) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property or pay you for the damage we cause, as limited by Section 7, for the full Warranty Period (except damages that result from our roof penetrations, which damages are covered for the Roof Warranty Period).

Subject to the limitations listed in Section 2(e) below, under these warranties Tesla will correct any defective workmanship (Installation Warranty), repair any roof leak (Roof Warranty), fix or replace any defective inverter part, material or component (Inverter Warranty) or repair any property damage (Damage Warranty), at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. Tesla may use new or reconditioned parts when making repairs or replacements. Tesla may also, at its sole election and at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Tesla's discretion. If you have a claim under any of the Manufacturer's Warranties during the Warranty Period, at your request Tesla will make this claim on your behalf and at no additional cost perform any related labor associated with repairing the System.

##### (b) Performance Guarantee

(i) **Power Production Guarantee**

Tesla guarantees that during the Warranty Period the System will generate the guaranteed kilowatt-hours (kWh) (“Guaranteed kWh”) in the table set forth below as follows:

Year	Total kWh	Equivalent Rate/kWh
2	15,846	0.07446
4	31,534	0.07446
6	47,066	0.07446
8	62,443	0.07446
10	77,666	0.07446
12	92,738	0.07446
14	107,659	0.07446
16	122,431	0.07446
18	137,056	0.07446
20	151,535	0.07446

- A. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then we will pay you directly an amount equal to the difference, if any, between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of **1.00%** on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

For example, if the first 24 month period commences on October 1, 2013 and ends on September 30, 2015, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such 24 month period, we will pay you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh. See the table below for a real world example.

Example Guaranteed kWh	Example Actual kWh	Example Agreed \$/kWh Energy Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

- B. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the Actual kWh is **greater** than the Guaranteed kWh during any 24 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future.



**“Actual kWh”** means the AC electricity produced by your System in kilowatt-hours measured and recorded by Tesla during each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation. To measure the Actual kWh we will use the PowerGuide™ Monitoring Service or to the extent such services are not available, we will estimate the Actual kWh by reasonable means.

**“Agreed Energy Price per kWh”** is set out in the table immediately after the first paragraph in Section 2(b)(i) above.

**(ii) PowerGuide™ Solar Monitoring**

During the Warranty Period, we will provide you at no additional cost our PowerGuide Solar Monitoring Service (“PowerGuide”). PowerGuide is a proprietary monitoring system designed and installed by Tesla that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by Tesla. If your System is not operating within normal ranges, PowerGuide will alert us and we will remedy any material issues promptly.

**(iii) Output Warranty**

The System’s electrical output during the first ten (10) years of the Warranty Period shall not decrease by more than fifteen percent (15%). This output warranty is addressed in the Power Production Guarantee in Section 2(b)(i) of this Exhibit 2 and you will be provided a payment for underproduction as set forth in Section 2(b)(i).

**(c) Maintenance and Operation**

**(i) General**

When the System is installed Tesla will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. If we install a safety anchor in your roof during the installation of the System, we will leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for our use only. You are not authorized to use this anchor.

**(ii) Internet Connectivity**

PowerGuide requires a high speed Internet line to operate. Therefore, during the Warranty Period, you agree to maintain the communication link between PowerGuide and the System and between PowerGuide and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the System’s inverter (typically this is 80 feet, but may depend on site conditions). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line then (A) we will not be able to monitor the System and provide you with the Power Production Guarantee or provide a PowerGuide upgrade; and (B) you will be required to provide Tesla with annual production information from your inverter.

**(d) Making a Claim; Transferring this Warranty**

**(i) Claims Process**

You can make a claim by:

- A. emailing us at the email address in Section 8 below;
- B. writing us a letter and sending it overnight mail with a well-known service; or
- C. sending us a fax at the number in Section 8 below.



**(ii) Transferable Limited Warranty**

Tesla will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person who purchases the System from you.

**(e) Exclusions and Disclaimer**

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction of the System that result from the following:

- (i) materials and equipment covered by Manufacturer's Warranties;
- (ii) someone other than Tesla or its approved service providers installed, removed, re-installed or repaired the System (including, but not limited to, damaging the System during such work);
- (iii) your failure to perform, or breach of, your obligations under this Limited Warranty, including not reporting System failure or damage, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide, or you modify or alter the System;
- (iv) shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed;
- (v) any System failure or lost or diminished performance that results from your actions, omissions or request (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (vi) theft or vandalism of the System;
- (vii) any negligence or willful misconduct by you, your agents or representatives;
- (viii) your failure to comply with the terms of, or cooperate with Tesla during, the warranty claim process;
- (ix) any Force Majeure Event (as defined below);
- (x) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty Period; and
- (xi) damage or loss to the System due to ball strikes.

Any cash payout to you is limited to the payouts described in Section 2(b) of this Limited Warranty. Tesla will not make cash payments for any System damage. Rather, it will make System repairs as provided in this Limited Warranty.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of it sliding or falling. TESLA MAKES NO WARRANTY REGARDING AND HAS NO RESPONSIBILITY FOR SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM. YOU ARE FULLY RESPONSIBLE FOR ADDRESSING ANY SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY TESLA WITH RESPECT TO THE SYSTEM. TESLA HEREBY DISCLAIMS, AND ANY



BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### 3. YOUR ADDITIONAL OBLIGATIONS

- (a) You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty.
- (b) If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to Section 5 of this Limited Warranty.
- (c) During the Warranty Period you agree:
  - (i) to only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
  - (ii) to keep trees, bushes and hedges trimmed so that the SystemSolar Array receives as much sunlight as it did when Tesla installed it;
  - (iii) to keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;
  - (iv) to not modify your Home in a way that shades the System;
  - (v) to be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
  - (vi) to not remove any markings or identification tags on the System;
  - (vii) to permit Tesla, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
  - (viii) to not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
  - (ix) to notify Tesla if you think the System is damaged, appears unsafe or is stolen; and
  - (x) that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Tesla's prior written consent.

### 4. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

### 5. SYSTEM REPAIR, REMOVAL AND REINSTALLATION

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Tesla, or another similarly qualified service provider, at your expense, perform such repairs or removal and reinstallation.
- (b) Tesla will remove the System from your roof while roof repairs are being made and reinstall the System after roof repairs are completed for a competitive price. You will need to provide storage space for the System during such time. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation. Tesla's obligations under this Section 5(b) are contingent on your compliance with the





terms of the Agreement. If you are financing your System, you need to obtain written approval from your financier before the System is removed.

## 6. FORCE MAJEURE

If Tesla is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Tesla will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Tesla, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Tesla's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- (c) No Tesla obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Tesla's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Tesla's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Tesla including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Tesla or under its control.

## 7. LIMITATIONS ON LIABILITY

### (a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TESLA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### (b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### (c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Tesla's total liability arising out of relating to this Limited Warranty shall in no event exceed the following:

- (i) For System Replacement: the original cost of the System
- (ii) For damages to your Home, belongings and property: two million dollars (\$2,000,000).

## 8. NOTICES





All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

**TO TESLA:** Tesla  
6800 Dumbarton Circle  
Fremont, CA 94555  
Attention: Warranty Claims  
Telephone: 650-638-1028  
Facsimile: 650-638-1029  
Email: [customer@tesla.com](mailto:customer@tesla.com)

**TO YOU:** At the billing address in the Agreement or any subsequent billing address you give us.

**9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

Tesla may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Tesla's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



## EXHIBIT 3

### STATE SPECIFIC PROVISIONS

**CALIFORNIA CONTRACTOR LICENSING INFORMATION:** 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 website 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

#### **CALIFORNIA MECHANICS LIEN WARNING:**

**NOTICE TO PROPERTY OWNER:** If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances.

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

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

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

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

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

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



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

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](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.



### Solar Home Improvement Agreement Addendum

Customer Name and Address

**Mario J Arellano**

**46174 Linda Court  
Temecula, CA 92592**

Installation Location

**46174 Linda Court  
Temecula, CA 92592**

Date


**9/24/2018**

The Solar Home Improvement Agreement between Tesla, Inc. ("Tesla", "we" or "Contractor") and You, (the "Agreement") including the Exhibits to that Agreement, are hereby amended (this "Addendum") as follows:

#### Extended Limited Warranty

The terms of the Limited Warranty (other than the Roof Warranty and Section 2(b)(Performance Guarantee)) will remain effective (the "**Extended Limited Warranty**") for five (5) years from the end of the Warranty Period (the "**Extended Limited Warranty Period**").

**Customer's Name:** Mario J Arellano

Signature:   
6ABB2DF92A9549F...

Date: 9/24/2018

**Customer's Name:**

Date: 9/24/2018

Signature: \_\_\_\_\_

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

#### Solar Home Improvement Agreement Addendum

Tesla Approved



Sanjay Shah  
SVP, Energy Operations



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### Certificate Of Completion

Envelope Id: 5ED4E21DAB7742A395584DEC326FFC79	Status: Completed
Subject: SolarCity Residential-Cash-Contract-(Solar-Loan)	
Start Date:	
Primary Applicant:	
Source Envelope:	
Document Pages: 26	Signatures: 2
Certificate Pages: 5	Initials: 4
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator: Documentation 393 Vintage Park Drive, Foster City, CA 94404 documentation@solarcity.com IP Address: 66.116.98.164

### Record Tracking

Status: Original 9/24/2018 7:41:51 PM	Holder: SolarCity Documentation API documentation@solarcity.com	Location: DocuSign
Status: Original 9/24/2018 7:43:07 PM	Holder: Documentation documentation@solarcity.com	Location: DocuSign

### Signer Events

Mario J Arellano  
marioarellano35@gmail.com  
Security Level:  
secure.solarcity.com.None  
ID: 211c0120-882b-437e-a086-48a84aa6a11a  
9/24/2018 12:41:52 PM

### Signature

DocuSigned by:  
  
6ABB2DF92A9549F...  
Signature Adoption: Drawn on Device  
Using IP Address: 172.117.88.178  
Signed using mobile

### Timestamp

Sent: 9/24/2018 7:41:52 PM  
Viewed: 9/24/2018 7:42:06 PM  
Signed: 9/24/2018 7:43:05 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/24/2018 7:42:06 PM  
ID: 6d17daa6-6a89-4263-a3cd-695424b645ea

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

SolarCity Documentation API  
documentation-api@solarcity.com  
SolarCity Corporation  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/24/2018 7:43:07 PM  
Viewed: 9/24/2018 7:43:07 PM  
Signed: 9/24/2018 7:43:07 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	9/24/2018 7:41:52 PM
Certified Delivered	Security Checked	9/24/2018 7:42:06 PM

**Envelope Summary Events**

**Status**

**Timestamps**

Signing Complete  
Completed

Security Checked  
Security Checked

9/24/2018 7:43:05 PM  
9/24/2018 7:43:05 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SolarCity Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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



**How to contact SolarCity Corporation:**

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

To contact us by email send messages to: [referralpayments@solarcity.com](mailto:referralpayments@solarcity.com)

**To advise SolarCity Corporation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [referralpayments@solarcity.com](mailto:referralpayments@solarcity.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from SolarCity Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [referralpayments@solarcity.com](mailto:referralpayments@solarcity.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SolarCity Corporation**

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [referralpayments@solarcity.com](mailto:referralpayments@solarcity.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000↵ or WindowsXP↵
Browsers (for SENDERS):	Internet Explorer 6.0↵ or above
Browsers (for SIGNERS):	Internet Explorer 6.0↵, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>ò Allow per session cookies</li> <li>ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

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