



A.M. Sun Solar, Inc.  
 410 Sherwood Road, Paso Robles CA 93446  
 805-772-6786 | License #969522

## AGREEMENT FOR INSTALLATION OF RESIDENTIAL PHOTOVOLTAIC SYSTEM

THIS AGREEMENT ("Agreement") is made by and between A.M. Sun Solar, Inc., a California corporation ("Contractor") and the customer identified below ("Customer") as of the date of the last signature below ("Effective Date").

### 1. **Basic Terms:**

Customer Legal Name(s):	Ian Robbins
Authorized Contact:	Ian Robbins
Installation Address ("Premises"):	9318 Maud Ave., Santa Margarita CA 93422
Premises Preparation:	Work Area shall be free and clear of debris with clear access; access to locked areas shall be provided; animals shall be secured while Contractor is on the Premises; appropriate access and utility easements shall be in place.
System Size ("System")*:	DC Name Plate Rating: 2.34 kW  *Actual system output will vary depending upon conditions

2. **Scope of the Work.** The Contractor shall furnish all labor and materials to install the System, as more specifically described in Schedule A attached hereto and incorporated by this reference.

3. **Time of Completion.** The work to be performed under this Agreement shall commence on or before 20 days after the Effective Date (assuming Customer has delivered the signed Agreement to Contractor) and shall be substantially completed on or before 120 days after the Effective Date. If the System is financed through a third party, the Effective Date shall be extended until Contractor received written confirmation of such third parties approval of Customer's financing.

The following constitutes commencement and substantial completion of work pursuant to this Agreement:

(a) Commencement shall mean that Contractor's installation team has inspected the Work Area for the purpose of having plans drawn and submitted for engineering or permit applied for with local government agency. A copy of such plans will be provided to Customer upon request.

(b) Substantial Completion shall mean that all inverter(s) and solar modules have been installed, wired, and ready for final building inspection from local government agency.

Timelines are expressly contingent upon timely payment of invoices as agreed in Section 5 below.

4. **Contract Price.** The Customer shall pay the Contractor for the material and labor to be performed under this Agreement the sum of \$ 8,400 ("Contract Price"), subject to additions and deductions pursuant to authorized Change Orders.



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5. **Contract Payment.** With solar financing through a third party, payments/draws will be made in accordance with Customer’s separate agreement with the finance company, distributions from which shall be approved by Contractor, otherwise payments of the Contract Price shall be paid to the Contractor in the manner following:

\$	1,000	At Contract Signing
\$	0	(10% less deposit) Upon design approval
\$	4,200	(50%) Due Once Constructions Starts
\$	2,360	(30%) Due After City/County Inspection
\$	840	(10%; remaining balance) Due upon Utility Interconnection
<u>\$</u>	<u>8,400</u>	TOTAL

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

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.

6. **Change Orders.** The System shall be subject to change by addition, deletions or revisions as Customer and Contractor shall agree (“Change Order”). Customer agrees that upon acceptance of any change Order, it shall be responsible for any costs specified therein and understands that the timeline shall be adjusted as required to complete any additional or changed work. All Change Orders shall be in writing and signed both by Customer and Contractor, and shall be incorporated in, and become a part of the Agreement.

7. **Warranties.**

(a) **Limited Warranty.**

(i) Contractor provides limited warranty for a period of twelve (12) years (the "Warranty Period") beginning on the date of government agency Permit signoff, on all Contractor-supplied materials and services used in the System and its installation against original defects in material or workmanship (the "Limited Warranty"); and solely for all roofing penetrations made and sealed by Contractor, or a subContractor engaged by Contractor (the "Limited Roofing Warranty") (collectively, the "Limited Warranties"). During the Warranty Period, Contractor will at its own expense repair or replace any defective component of the warranted goods or any defective workmanship. This warranty does not cover labor charges incidental to the replacement of parts.

(ii) Contractor shall assign such manufacturer warranty to the Customer and the terms of the manufacturer's warranty for that specific equipment shall govern; provided, however, that Contractor agrees to provide reasonable assistance in contacting the manufacturer if requested by Customer. Additionally, subject to availability, Contractor will work with Customer to install any replacement equipment at its then standard rate for such work. This warranty does not cover labor charges incidental to the replacement of parts.



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(b) **LIMITATIONS ON WARRANTIES.** THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ANY IMPLIED WARRANTIES ARE WAIVED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

(c) **NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER OR TO ANY OTHER ENTITY FOR ANY LOST PROFITS, COSTS OF COVER, POWER INTERRUPTION, OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF SUCH POSSIBILITY IN ADVANCE, ON ANY THEORY OF LIABILITY.

8. **Utility Interconnect.** Customer acknowledges and accepts that the Utility shall be solely responsible for connecting the System with its electrical grid ("Interconnect"). Customer further acknowledges that Utility may require capital improvements or levy other charges on Customer to allow Interconnection. Customer further acknowledges that Utility may take actions which cause delays to the completion and use of the System.

9. **General Provisions.**

(a) Contractor makes no representation regarding the availability of tax credits or deductions, rebates from manufacturers or government agencies, or other third parties.

(b) A failure to make payment for a period in excess of 30 days from the due date of the payment shall be deemed a material breach of this Agreement. Annual interest of 18.0% will be applied monthly on all late payments.

(c) All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

(d) Contractor may at its discretion engage subContractors to perform work hereunder, provided Contractor shall fully pay said subContractor and in all instances remain responsible for the proper completion of this Agreement.

(e) To the extent that Contractor recommends but does not hire such party as a subContractor, Contractor makes no representation or warranty regarding the qualifications or performance of such party in completing recommended work.

(f) Contractor shall furnish, upon advance written request, to Customer appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

(g) Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subContractors.



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- (h) Contractor agrees to remove all debris and leave the premises in broom clean condition.
- (i) In the event Customer shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
- (j) All disputes hereunder shall first, before the initiation of litigation, be submitted for resolution to mediation. The mediation shall be conducted by a mediator mutually agreed to by the parties to the dispute, unless agreed to otherwise by the parties to the dispute. The mediator shall have at least 5 years of experience as a mediator in construction disputes. The mediation shall take place within ten (10) working days of either party's submission of a written request for mediation.
- (k) Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
- (l) This Agreement is intended to and shall inure to the benefit of and bind the successors, assigns, heirs, executors, and administrators of the Parties. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous written or oral communications. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall be given full force and effect.
- (m) This Agreement shall be construed under and in accordance with the laws of the State of California. Any legal action based on or including a controversy or dispute arising out of this Agreement, the interpretation of any of its provisions, or the action or inaction of any Party hereunder, including the general or limited partners of any Party, shall be filed in the San Luis Obispo County Superior Court, State of California.
- (n) Should either party institute any action or proceeding to enforce or interpret any provision of this Agreement, including, but not limited to any dispute pertaining to payment and/or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including expert witness fees and expenses and reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding up to and including any attorney's fees and costs incurred through the conclusion of any appeal process that may be initiated.

**SPECIAL NOTICES:**

- (o) **Commercial General Liability Insurance (CGL)**. Contractor carries commercial general liability insurance and proof of insurance coverage is available upon written request.
- (p) **Workers Compensation Insurance**. Contractor carries workers' compensation insurance for all employees and proof of insurance coverage is available upon written request.
- (q) A failure by Contractor without lawful excuse to substantially commence work within twenty (20) days of the approximate date specified in this Agreement when work will begin shall



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postpone the next succeeding payment to Contractor for that period of time equivalent to the time between when substantial commencement was to have occurred and when it did occur.

(r) In no event shall the payment schedule provide for Contractor to receive, nor shall Contractor actually receive, payment in excess of 100% of the value of the work performed on the project at any time, excluding finance charges, except that Contract may receive an initial down payment authorized by condition (a) above.

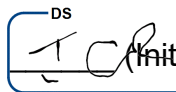
(s) The terms and conditions set forth in sub-paragraphs (q), (r), and (s) above pertaining to the payment schedule shall not apply when the Agreement provides for Contractor to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and completion of the Agreement and such bonds or joint control is or are furnished by Contractor, or when the parties agree for full payment to be made upon or for a schedule of payments to commence after satisfactory completion of the project.

(t) You have the right to require Contractor to have a performance and payment bond.

(u) The "Three-Day Right to Cancel" notice is attached to this Agreement as Attachment 1 and is hereby incorporated by reference. The law requires that Contractor gives you a notice explaining your right to cancel.

(v) Contractor reserves the right to terminate this Agreement up to the point that permitting is approved by the AHJ.

**Initial the below if Contractor has given you a 'Notice of the Three-Day Right to Cancel.'**

 (Initials of Customer)

**Notice to Customers:** By signing below you are acknowledging that you have been provided with a legible copy and have had the opportunity to and have read this entire Agreement, including all attachments and their terms and conditions, and specifically the specifications of the System, Contract Price, and Contract Payment provisions, before any work was done.



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IN WITNESS WHEREOF, the authorized representative of each party has executed this Agreement as of the date written below.

A.M. Sun Solar, Inc.

CUSTOMER

Signature: DocuSigned by:  
Jody Banister  
Print Name: Jody Banister  
Date: 12/2/2018

Signature: DocuSigned by:  
Ian Robbins  
Print Name: Ian Robbins  
Date: 11/30/2018

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



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Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction Contractors.

Contact CSLB for information about the licensed Contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

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

For more information:

- Visit CSLB's 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.



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**EXHIBIT A  
 SCOPE OF WORK**

Pursuant to Section 1 of the Agreement, Contractor shall furnish all of the materials and perform all of the work shown as listed below:

<b>Equipment</b>	<b>Description</b>	<b>Quantity</b>
Modules (Solar Panels):	Hanwha 390w-Q.Peak Duo L-G5.2	6
Inverter(s):	Enphase 6+ Microinverters	6
Monitoring: (Subject to Cellular Availability)	Enphase Envoy & Combiner/NoCell	1
Mounting Type:	Roof Mount-Comp Shingle <input type="button" value="v"/>	
Connection Equipment (excluding actual Interconnect):	Subject to project requirements, AC and DC disconnects, junction boxes, wiring, grounding rod, conduit, fuses, applicable amendments to utility panel, and lightning arrestors, up to Interconnect.	

**Labor**

All labor necessary to install said System conforming to state and local laws and regulations. Labor does not include work that may be required by your Utility.

**Manufacturer Warranties**

The manufacturer of the modules to be installed include a 25 year warranty. During the warranty period, the manufacturer (primary) is responsible for replacement of faulty equipment.

The manufacturer of the inverters to be installed include a 25  year warranty. During the warranty period, the manufacturer (primary) is responsible for replacement of faulty equipment.

**Additional Work**

Labor and Additional Work does not include any Utility expenses, charges, taxes, or fees.

\* \$1000 Cash Rebate at Interconnection with PGE.

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**ATTACHMENT 1**

**NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL (CONTRACTOR COPY)**

You, the buyer, have the right to cancel this Agreement within **three (3) 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 Agreement or sale. Or, you may, if you wish, comply with the Contractor’s instructions on how to return the goods at the Contractor’s expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the attached Notice of Cancellation, or any other written cancellation notice to A.M. Sun Solar, Inc., 8793 A Plata Lane, Atascadero, CA. 93422 no later than midnight of \_\_\_\_\_ [Date].

**CANCELLATION BY CUSTOMER – SIGN ONLY IF CANCELLING**

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

Customer Signature \_\_\_\_\_



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**CANCELLATION BY CUSTOMER – SIGN ONLY IF CANCELLING**

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

Customer Signature \_\_\_\_\_