

## TRANSFER OF SUNRUN SOLAR SERVICE AGREEMENT: Low Up-Front

Please remit to: <a href="mailto:servicetransfers@sunrun.com">servicetransfers@sunrun.com</a> / Fax: 415-449-3617

This Service Transfer Agreement ("Transfer Agreement") is effective as of the date it is executed by and between the undersigned parties and all conditions in Paragraph 8, below, are met.

- 1. Assignor (David Toomey) and Sunrun previously entered into a certain Sunrun Solar Power Service Agreement, dated July 31, 2018, as amended by the August 3, 2018 Change Order, pursuant to which, among other things, Sunrun arranged for a Sunrun Solar Facility to be designed, constructed, and installed on Assignor's residence at 977 Goldenrod, San Luis Obispo, CA, 93401 (the "Property") and provided solar electricity to Assignor in exchange for a zero to low up-front payment, with monthly payments thereafter. Assignor (seller) wishes to assign to Assignee (buyer) its entire interest, including all of its rights and obligations, in the Solar Agreement. Assignee wishes to assume Assignor's entire interest, including all of Assignor's rights and obligations, in the Solar Agreement.
- 2. By signing below, Assignor hereby assigns to Assignee its entire interest, including all of its rights and obligations in the Solar Agreement.
- 3. Assignee has reviewed the Solar Agreement and agrees to make all payments required under the Solar Agreement to Sunrun and to otherwise be bound by all of the terms and conditions of the Solar Agreement, as amended by Paragraph 4 below (as applicable), as if Assignee had entered into the Solar Agreement with Sunrun as the original customer under the Solar Agreement (as amended by Paragraph 4).
- 4. To the extent the below provision is not already included in the Solar Agreement, Assignee hereby agrees to the following provision, which is hereby incorporated into the Transfer Agreement:

a. CLASS ACTION WAIVER. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY CONTAINED IN THE TRANSFER AGREEMENT, ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER ASSIGNEE NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN AN ARBITRATION BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Accepted	by	Assignee	(Initials)	
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5. Assignee hereby indemnifies and holds harmless Assignor from and against any and all costs, liabilities, expenses, damages, and/or losses arising under the Solar Agreement on or after the effective date that Assignor may suffer or incur.



- 6. This Transfer Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 7. The Assignor agrees that all charges for solar services incurred prior to and within the billing period in which this Transfer Agreement is completed are the responsibility of the Assignor. Assignee agrees that it is responsible for all charges incurred in the billing periods after the execution of this Transfer Agreement.
- 8. This Transfer Agreement is conditional upon the following: (a) successful close of escrow on the Property; (b) proof of transition of the title of the Property into Assignee's name; (c) completion by Assignee of an Experian FICO V2 credit check performed no earlier than 90 days prior to the signing of this form; and (d) Sunrun's review and approval of Assignee's credit score. **NOTE**: Sunrun reserves the right to reject Assignee if any of the above conditions are not met
- 9. This Transfer Agreement may be signed in counterparts.

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**IN WITNESS WHEREOF** the parties have executed this Transfer Agreement as of the effective date

Assignor:		
Name:		
Signature:	Date:	
Forwarding Address:		

Assignee:



Name:		
Signature:	Date:	
Address:		
Phone:		
Email:		
Acknowledged by Sunrun Service T	Fransfer Manager:	
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