EVERGREENSOLAR
CLEAN ENERGY SOLUTIONS

HOME IMPROVEMENT CONTRACT

NOT APPLICABLE TO SWIMMING POOLS OR SPAS

(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 8170 as amended)

AGREEMENT BETWEEN DIRECT CONTRACTOR AND PROPERTY OWNER

The Notice of Cancellation may be mailed to the address of the direct contractor as shown below:

EVERGREEN SOLAR	(Direct Contractor's Name)	**And** Maria Mendoza De Zamarripas	(Property Owner's Name)
1067368	(Direct Contractor's License Number)	4704 E Tulare Ave	(Property Owner's Home Address)
8728 ZELZAH AVENUE	(Direct Contractor's Address)	Fresno Ca, 93702	(City, State & Zip)
NORTHRIDGE, CA 91325	(City, State & Zip)		(Property Owner's Business Address)
310-488-8588	(Direct Contractor's Telephone - FAX)		(City, State & Zip)
INFO@GOEVERGREENSOLAR.COM	(Direct Contractor's Email)		(Property Owner's Email)
		559-470-1872	(Property Owner's Telephone)

PROJECT: Maria Mendoza De Zamarripas (Name) 4704 E Tulare Ave (Address) Fresno Ca, 93702 (City, State & Zip)

CONSTRUCTION LENDER: CONCERT FINANCING
(Name and Address of Construction Fund Holder)

DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED: Direct Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a:

8.740 KWDC RESIDENTIAL PHOTOVOLTAIC SYSTEM

19x460 W SOLAR PHOTOVOLTAIC PANELS

19 ENPHASE MICROINVERTERS

(Describe Labor, Significant Materials, and Equipment to be Furnished. Include Materials and Equipment to be used or installed under this Contract. If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Substantial commencement of work under this contract is described as: SOLAR TOP ROOF

Approximate Start Date: 06/04/2025 (Work will begin) **Approximate Completion Date:** 07/04/2025 (Work is to be completed)

CONTRACT PRICE: $ 52,500 (Owner agrees to pay Contractor total cash price) **DOWNPAYMENT: $** 0 (If any; if not applicable, put "none")

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

FINANCE CHARGE $ REFER TO CONCERT FINANCING
(Must be stated separately from the contract amount in dollars and cents; if none, put "none")

SCHEDULE OF PROGRESS PAYMENTS: The schedule of progress payments 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.

	(Work or Services to be Performed or Materials to be Supplied)	(Date)
1. $		
2. $		
3. $		
4. $		

(If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

Allowances: The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward or downward based on actual amounts rather than estimated amounts herein MMDZ

List of Documents to be Incorporated into the Contract: Notice of Cancellation; Arbitration of Disputes; Three-Day Right to Cancel; Mechanics Lien Warning; Information about Contractor's State License Board. MMDZ

A notice concerning commercial general liability insurance and workers' compensation insurance is attached to this contract. MMDZ

Owner acknowledges receipt of a fully completed copy of this agreement and all documents listed above: _____
(Property Owner's Initials)

MMDZ **ARBITRATION**

OWNER: Initial this box if you agree to arbitration. Review the "Arbitration of Disputes" section attached.

You (the owner or tenant) have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

MMDZ **RIGHT TO CANCEL**

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

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.

X Maria Mendoza De Zamarripas (Owner Sign Here -- Read notice on Arbitration, Mechanics Lien Warning) _____ (Date)

X _____ (If more than one Owner, please Sign Here) _____ (Date)

Firm Name: EVERGREEN SOLAR (Direct Contractor's Firm Name)

Contractor or Agent: **X** Shaheen Arzand (Direct Contractor or Agent Sign Here) 06/04/2025 (Date)

Salesman who solicited or negotiated contract:

Name: _____ State Registration Number: _____

TERMS AND CONDITIONS

1. Owner's Responsibilities. The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner.

This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work.

Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. Limitations. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials. Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials.

Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

12. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.

13. Interest: Overdue payments will bear interest at the rate of 1½% per month (18% per annum).

14. Changes in the Work. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of _____ % shall be the change in Contract Price.

The Contract Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work.

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 the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

(i) The scope of work encompassed by the order;

(ii) The amount to be added or subtracted from the contract; and

(iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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.

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."

I, _____ (Owner) hereby acknowledge that on _____ (Date) I was provided this document entitled "Three Day Right to Cancel" **X** _____ (Owner's Signature)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box

☐ **(A)** _____ (This Contractor) **does not carry Commercial General Liability Insurance.**

☐ **(B)** _____ (This Contractor) **carries Commercial General Liability Insurance.**

The insurance company is _____ (Company Name).

You may call the insurance company at _____ (Telephone Number) **to check the contractor's insurance coverage.**

☐ (C) _____ (Contractor's Name) is self-insured.

☐ (D) _____ (Contractor's Name) is a limited liability company that carries liability insurance or maintains other security as required by law. You may call _____ (Insurance Company/Trust Company/Bank) at _____ (Phone Number) to check on the contractor's insurance coverage or security.

WORKERS' COMPENSATION INSURANCE

Check the applicable box

☐ **(A) This contractor has no employees and is exempt from workers' compensation requirements.**

☐ **(B) This contractor carries workers' compensation insurance for all employees.**

NOTICE OF CANCELLATION

DATE _____

OWNER'S COPY

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

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

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 goods at the seller's expense and risk.

If you do make the goods available to the 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 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

_____ (Name of Seller) at _____ (Address of Seller's Place of Business)

not later than midnight of _____ (Date).

I hereby cancel this transaction **X** _____ (Buyer's Signature) _____ (Date)

NOTICE OF CANCELLATION

DATE _____

OWNER'S COPY

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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

_____ (Name of Seller) at _____ (Address of Seller's Place of Business)

not later than midnight of _____ (Date).

I hereby cancel this transaction **X** _____ (Buyer's Signature) _____ (Date)

STATUTORY NOTICES

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

Call CSLB at 800-321-CSLB (2752)

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

MECHANICS LIEN WARNING

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

OWNER'S COPY

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
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.

OWNER'S COPY

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.

ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION. X _____ (Direct Contractor's Initials)

I AGREE TO ARBITRATION. X _____ (Owner's Initials)

IN THE EVENT THAT CONTRACTOR AND OWNER HAVE NOT EACH INITIALED THE ARBITRATION PROVISION ABOVE, THEN IT SHALL BE CONCLUSIVELY AGREED WITHOUT A SUBSEQUENT WRITTEN AGREEMENT BY ALL PARTIES, THAT NEITHER PARTY AGREES TO ARBITRATE AND THE ARBITRATION OF DISPUTES PROVISION SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT.

CONTRACTOR'S COPY

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.

ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION. X _____ (Direct Contractor's Initials)

I AGREE TO ARBITRATION. X _____ (Owner's Initials)

IN THE EVENT THAT CONTRACTOR AND OWNER HAVE NOT EACH INITIALED THE ARBITRATION PROVISION ABOVE, THEN IT SHALL BE CONCLUSIVELY AGREED WITHOUT A SUBSEQUENT WRITTEN AGREEMENT BY ALL PARTIES, THAT NEITHER PARTY AGREES TO ARBITRATE AND THE ARBITRATION OF DISPUTES PROVISION SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT.

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- ☐ 1. Home Improvement Contract
- ☐ 2. Notice of Arbitration
- ☐ 3. Notice Of Cancellation
- ☐ 4. Three-Day Right to Cancel
- ☐ 5. Disclosure re: Commercial General Liability Insurance
- ☐ 6. Disclosure re: Workers' Compensation Insurance
- ☐ 7. Statutory Notices
- ☐ 8. Mechanics Lien Warning

Owner: _____ (Print Name of Owner)

Owner: **X** _____ (Owner Sign Here)

_____ (Date)

EVERGREENSOLAR
CLEAN ENERGY SOLUTIONS

System Manufacturer Warranty Agreement

Name: Maria Mendoza De Zamarripas

Address: 4704 E Tulare Ave
FRESNO CA, 93702

Pursuant to the Solar Contract Agreement ("Contract") between Evergreen Solar and you, as Homeowner, this Limited Manufacturer warranty Agreement applies to the photovoltaic energy generation system described above (the "System") and installed on your premises at the address above ("Property") Evergreen Solar provides this Limited System Manufacturer warranty Agreement ("Manufacturer warranty") to you as one of the benefits of purchasing the System from us. Evergreen Solar shall repair, or in, Evergreen Solar's sole discretion, replace any component of the system that fails or suffers malfunction, except to the extent that such failure or malfunction is covered by a Manufacturer warranty. This Manufacturer warranty describes all warranties with respect to the System, limitations applicable to the Manufacturer warranty, and the procedure and undertakings on your part that are conditions to the Manufacturer warranty being effective and valid.

1. **LIMITED SYSTEM WARRANTIES**
   a) **Installation Warranties**: Evergreen Solar warrants that the System will be installed in accordance with the provisions of the Contract and in a good and workman like manner in accordance with industry standards. This installation Manufacturer warranty will run for **Twenty Five (25) YEARS** from Evergreen Solar's permission to operate the System. This Manufacturer warranty extends to the original customer and to any subsequent homeowner, for the duration of the Manufacturer warranty term.
   b) **Defects Manufacturer warranty**: Evergreen Solar warrants that the System will be free from defects in workmanship and defects in materials or components, under normal use and service conditions.
   c) **Roof Manufacturer warranty:** Evergreen Solar warrants penetrations to your roof from the System installation, including any damage to the roof within three (3) inch radius of any System· penetration, for Ten (10) years following permission to operate the System.
   d) Removing panels at your request to a new location will be a minimum cost of $1,500 dollars.

2. **MANUFACTURER WARRANTY REPAIRS**
In the event of any occurrence of a System problem covered by the Manufacturer warranty set forth in section 1 above, Evergreen Solar, will undertake, at its cost, any repair, replacement or remedy that it determines, in its sole discretion, is necessary or advisable to restore the System or roof to its warranted condition, Evergreen Solar will replace any non-functioning parts with new or reconditioned parts. Evergreen Solar may also, at no additional cost to you, in its discretion, modify the equipment used in the System (without adversely affecting its performance) to protect against future system failures.

3. **MAINTENANCE AND OPERATION OF THE SYSTEM**
   a) General: Homeowner shall perform all necessary routine maintenance on the System as required, including but not limited to keeping the System free and clear from all debris and shade. Evergreen Solar will not issue any Shortfall Payments, refunds or manufacturer warranty service for none or partially functioning System that result from Homeowner's neglect, negligence or failure to otherwise properly maintain the System.

4. **MAKING A CLAIM**: Any claim arising under the provisions of this Limited Manufacturer warranty can be made by:
   a) Emailing Evergreen Solar at the email address in the Notice section below; or
   b) Written notice to Evergreen Solar at the address in the Notice section below.

5. **MANUFACTURER WARRANTY EXCLUSIONS**
The Manufacturer warranty provided in this Limited Manufacturer warranty does not apply to any loss of electricity production or any repair, replacement or correction required due to any of the following:
   a) Damage or malfunction caused by a failure to properly operate or maintain the System in accordance with printed instructions provided by Evergreen Solar and/or the System manufacturer(s).

b) Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Evergreen Solar To avoid damage excluded from this Manufacturer warranty, all hardware installations or upgrades should be performed by Evergreen Solar, or with Evergreen Solar's prior written consent.

c) Damage or malfunction resulting from customer or third-party abuse, accident, alteration, improper use, negligence or vandalism, earthquake, fire, flood or other acts of God, war or terrorism or acts of parties outside Evergreen Solar 's control.

d) Damage or malfunction resulting from the performance or repairs, maintenance or replacement of customer's roof by customer or others. Customer's roof will naturally degrade over the course of this Manufacturer warranty. Therefore, Evergreen Solar shall have no liability (under this Manufacturer warranty, the Purchase and Installation Agreement or otherwise) for damage to customer's roof that results from the performance of Evergreen Solar 's Manufacturer warranty obligations, except to the extent it is determined that such damages were caused by Evergreen Solar's gross negligence.

e) Manufacturer warranty service calls unrelated to the System. If Evergreen Solar determines that a service call is unrelated to the System, Evergreen Solar reserves the right to invoice customer for any site visit at Evergreen Solar 's current hourly rate.

This Limited Manufacturer warranty Agreement gives you specific rights, and you may also have the rights which vary from state to state. This Limited Manufacturer warranty Agreement does not warrant any specific electrical performance or output of the System, other than as described above.

6. **LIMITATIONS**

a) **Limitations on warranties**: THE LIMITED WARRANTIES DESCRIBED IN SECTION 1 ARE THE ONLY WARRANTIES MADE BY EVERGREEN SOLAR WITH RESPECT TO THE SYSTEM. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL NO EVENT EXTEND PAST THE EXPIRATION OF ANY MANUFACTURER WARRANTY IN THIS Limited Manufacturer warranty Agreement. EVERGREEN SOLAR HEREBY CLAIMS, AND ANY BENEFICIARY OF THIS Limited Manufacturer warranty Agreement HEREBY WAIVES, ANY MANUFACTURER WARRANTY OR GUARANTEE WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

b) Some states do not allow limitations on the term of an implied manufacturer warranty, so the above limitation may not apply to you.

c) **Voidable Manufacturer warranty upon Default**: This Limited Manufacturer warranty Agreement is voidable at the option of Evergreen Solar upon notice to Homeowner in the event of any material default under the lease or mortgage, including but not limited to any payment default.

d) **Overall Limitation of Liability**: Not with standing any other provision of this Limited Manufacturer warranty Agreement to the contrary, Evergreen Solar's total liability arising out of or relating to this Limited Manufacturer warranty Agreement shall in no event exceed the balance of any Contract Payments due for the remainder of the contract term. Provisions regarding Evergreen Solar's liability with respect to the System and the Premises are set forth in the Contract, and, except as expressly set forth herein, Evergreen Solar shall have no liability under this Limited Manufacturer warranty Agreement with respect to the Premises or any persons or property within or around the Premises.

e) Roof Penetrations: Roof penetrations are guaranteed for the duration of this manufacturer warranty but is subject to the following conditions:

i. Roof must have remaining life expectancy of at least 20 years.
ii. Roof must not have any pre-existing leaks or damage.
iii. Manufacturer warranty does not cover roofs that have had previous leaks.
iv. Leaks due to wind damage over 49 MPH are not covered by Evergreen Solar

f) Roof Repair/Replacement: The Company may recommend roof to be repaired or replaced prior to installation of photovoltaic system. If customer elects not to accept the recommendation of the Company this manufacturer warranty becomes void. Evergreen Solar recommends all roofs be inspected by a licensed roofer prior to installation.

g) Duration: This manufacturer warranty is for the duration of ten years on labor that only Evergreen Solar, has performed.

7. **FORCE MAJEURE**: If Evergreen Solar is unable to perform all or some of its obligations under this Limited Manufacturer warranty Agreement because of a Force Majeure Event, Evergreen Solar, will be excused from whatever performance is affected by the Force Majeure Event. A "**Force Majeure Event**" means any event, condition or circumstance beyond the control of and not caused by Evergreen Solar's fault or negligence. It shall include, without limitations, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God, war (declare or undeclared), sabotage, riot,

insurrection, civil unrest or disturbance, military or guerrilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, explosion, fire, earthquake, abnormal weather conditions or actions of the elements, hurricane, flood, lightning, wind, drought, 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 electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any foregoing results from Evergreen Solar's failure to have exercised reasonable diligence), and failure of equipment not utilized by Evergreen Solar, under its control.

8. **NOTICE:** All notices under this Limited Manufacturer warranty Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, regular, certified, or register mail, return receipt requested, and deemed received upon personal delivery, acknowledgement of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party identified in this Limited Manufacturer warranty Agreement at the address set forth below or such other address as either party may specify in writing. Each party shall deem a document faxed to it as an original document.

To: Evergreen Solar, Manufacturer Warranty Dept. Telephone: 1(800)605-7048 Email: Info@goevergreensolar.com To you: At the billing address in the Lease or any subsequent billing address you given us.

9. **APPLICABLE LAW/ARBITRATION**

a) This Limited Manufacturer warranty Agreement shall be governed and construed in accordance with the laws of the state of California. Except as stated in the next sentence, you and the Company agree that any "dispute," regardless of when arising, shall be resolved, at your option not ours, by final binding arbitration in accordance with this Limited Manufacturer warranty Agreement. However, you and the Company each retain the right to resolve any dispute in a small claims court for disputes that are within the jurisdiction of such courts. Judgment on an arbitrator's award may be entered in any court having jurisdiction. The arbitration provisions of this Limited Manufacturer warranty Agreement shall survive the termination of this Limited Manufacturer warranty Agreement.

b) For purposed of this Limited Manufacturer warranty Agreement, a "dispute" is any claim or controversy of any nature whatsoever arising out of or in any way related to this Limited Manufacturer warranty Agreement the marketing, arranging and negotiation of the transactions that are the subject of this Limited Manufacturer warranty Agreement, the installation, servicing and maintenance of the System, and the servicing of this Limited Manufacturer warranty Agreement or any other aspect of the transaction. It shall include, but is not limited to, federal or state contract, tort, statutory, regulatory, common law and equitable claims. It shall also include, but is not limited to, claims against any of our or your affiliates, officers, employees, agents, successors or assigns.

c) Arbitration is a means of having an independent third party resolve a dispute. Either you or we can submit a dispute to arbitrations. Either you or we can do this before a lawsuit (which is usually initiated by the filling of a "complaint") relating to the dispute has been served, or within sixty (60) days after a complaint relating to the dispute has been served. Promptly after either you or we submit a dispute to arbitration, you and we agree to reasonably cooperate by providing each other with copies of all documents and information that are relevant to the account or account transaction. Any arbitration hearing shall take place at a location near the Premises.

d) Each arbitration, including the selecting of the arbitrator, will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). You can initiate a small claims court proceeding by filing a complaint with the small claims court. To learn more about small claims court and how to initiate a small claims court proceeding, call your local small claims administrator. You can find the telephone number of the small claims court administrator by looking in a telephone book or by calling directory assistance.

e) Only disputes involving you and us may be addressed in the arbitration. The arbitration may not address any dispute on a Class Action basis. This means that the arbitration may not address disputes involving other persons who may be related to the dispute between you and us.

f) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court in the state of California could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than your own.

g) IF EITHER YOU OR WE CHOOSE TO ARBITRATE ANY DISPUTE, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR TO ENGAGE IN DISCOVERY PROCEEDINGS EXCEPT AS PROVIDED FOR ABOVE OR IN THE ARBITRATION RULES. FURTHERMORE, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE SUBJECT TO