

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

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This guide provides important information to homeowners thinking of going solar.



PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

DON'T SIGN A CONTRACT UNTIL YOU READ THIS DOCUMENT!



This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E).

PG&E, SCE, and SDG&E customers must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systems in new home construction or multi-family buildings.)*

Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文, 한국어, Tiếng Việt, and Tagalog versions available at 866-849-8390.





You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.

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Watch Out for False Claims

Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

 False Claim	 The Truth
<p>You can get free solar energy at no cost to you.</p>	<p>Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time.</p> <p>There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.</p>
<p>You will never pay an electricity bill ever again after a solar system is installed.</p>	<p>After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example.</p> <p>Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider.</p> <p>If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.</p>
<p>Time is running out and you must quickly sign an electronic tablet to get solar.</p>	<p>An honest salesperson would never rush you to sign anything without giving you time to review what you are signing.</p> <p>California law requires that a salesperson show you the contract terms before you sign.</p>



If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or www.cslb.ca.gov/consumers. To file a complaint against a financing company, visit www.dfpi.ca.gov/file-a-complaint.

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Know Your Rights

You have the right...

to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a PG&E, SCE, or SDG&E customer, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the Contractors State License Board (CSLB) at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2751) or www.cslb.ca.gov/consumers.

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Ask Solar Providers These Initial Questions Before You Sign A Contract

What is your Contractors State License Board (CSLB) license or registration number?

Ask for the solar provider's CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to www.cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

- CSLB License Number is: 1060243
- (If applicable) HIS Registration Number is: _____

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

What is the total cost of the solar energy system?

If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?

If I sell my home, what are my options and what do I need to do?

Ask your solar provider, lender, or PACE program administrator to show you where in the contract it describes what happens when you sell your home.

Make sure to **get bids from at least 3** different solar providers. See page 9 for more details.

OK, I read these 4 pages. Now what?

- For other important questions to ask a solar provider *before* you sign a contract, go to page 10 of this guide.
- If you already understand the information listed in the table of contents and are getting ready to sign a contract, you can skip to the "Before You Sign" checklist, on page 22 of this guide.
- For a step-by-step guide for how to go solar, proceed to the next page. This is recommended, even if you've already started the solar process!

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STEP 1:

Is Solar a Good Fit for Me?

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



Before you consider getting solar at your home, ask yourself:

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit www.energyupgradeca.org/home-energy-efficiency and/or contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

Do I qualify for low-income solar programs?

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

Is my roof suitable for rooftop solar?

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction does the roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programs to the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: www.cpuc.ca.gov/solarindacs.



If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families. If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA-eligible single-family homeowners who live in a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

See if you qualify by visiting www.gridalternatives.org/qualify or by calling GRID Alternatives at 866-921-4696.

DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receive a 20 percent discount on their electricity bills. In this program, you do not have to install solar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

See www.cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

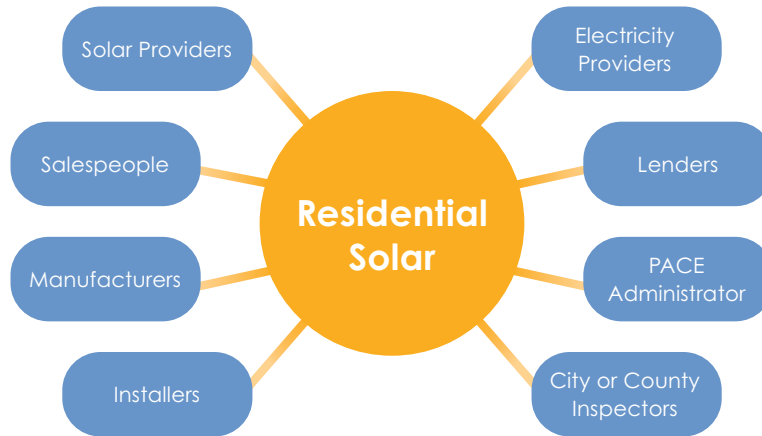
See www.cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.



PACE financing is not a “free government program.” If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.



STEP 2: Understand Roles and Solar Process



Solar Providers

Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

Salespeople

Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their “home improvement salesperson (HIS) registration” and check it at 800-321-CSLB (2752) or www.cslb.ca.gov/consumers.

Installers

Installers are sent by solar providers to your home to check roof, ground and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

Manufacturers

Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

Electricity Providers

Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

Lenders

Lenders provide you with financing if you have a solar loan.

PACE Program Administrators

Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at www.dfpi.ca.gov/pace-program-administrators.

PACE Solicitors and PACE Solicitor Agents

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at www.dfpi.ca.gov/pace-program-administrators.

City/County Inspectors

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.

Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient (see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document (see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement

After You Sign A Contract

Installer	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
Solar Provider	finalizes system design and applies for building permit with city or county agency
Installer	installs the solar system (only after receiving city/county permit)
City/County Inspector	inspects system for building permit compliance when applicable
Solar Provider	submits application to electricity provider to interconnect solar system to grid
Solar Provider	submits city/county inspection approval to electricity provider
You	turn on system only after receiving written approval from electricity provider
Electricity Provider	sends you your first electricity bill with solar/net energy metering credits (see page 17)
Lender/Solar Provider	sends you first bill for solar system or solar energy*

*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.



It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.



STEP 3: Find a Qualified Solar Provider

For low-income solar programs, go to page 6.

Find Solar Providers that Serve Your Neighborhood

Go to www.cslb.ca.gov, a government website, and click on “Find My Licensed Contractor.” Enter your city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to www.californiadgstats.ca.gov, a government-funded website, to enter your ZIP code and see a list of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal for solar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at www.cslb.ca.gov/consumers or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active and valid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Check out trusted customer review websites online. Since some websites may not be neutral, check a few different websites to make sure reviews are consistent.

It's a good sign if companies employ installers certified by the North American Board of Certified Energy Practitioners (NABCEP), a high standard in the industry.

Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online, and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid may indicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don't hesitate to ask solar providers a lot of questions up front. A qualified company will be happy to answer all of them. A sample list of questions is on the next page.



Questions to Ask a Solar Provider

Before You Sign a Contract



Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)?
What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.



Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?



Warranties & Performance Of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
- If equipment such as the inverter fails after the warranty period, how much will it cost to replace?

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See "Getting Environmental Credit for Going Green" on page 18).



Electricity Bill Savings Estimates (see page 17)



Please beware of a solar provider who tells you solar is free – it is not. See page 2 for more information on false claims.

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider's website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?



Impacts On Future Sale Of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn't want the solar system or doesn't qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?



Timeline (see page 8)

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?



For questions about financing, read the next section!

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STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and “rents” it to you for a scheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sells you the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option’s pros and cons, and then a closer look at each.

Pros

Cons

Purchase with Cash or Loan

Typically greater return on investment.
If you use a loan, little or no upfront costs.
May increase value of home.
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.
Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.

PACE Financing

Little or no upfront costs.
May have a longer repayment period than typical home improvement loan, which may be preferable.
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing.
If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.

Lease and PPA

Little or no upfront costs.
Solar provider is responsible for all monitoring, maintenance, and repairs.
Minimum energy production often guaranteed.

Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars.
Solar provider could go out of business during the contract period.



A Closer Look at Purchase (with cash or loan)

You can purchase a solar system from a solar provider or manufacturer with a solar loan or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit card.

A secured loan is often preferred because it typically has lower interest rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonable interest rate.

If you install and own a solar system by the end of 2020, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2021 and then 0 percent for systems installed after 2021. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home component.

Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

What is the total cost of the loan over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

What is my interest rate?

What is my annual percentage rate (“APR”)?

Whom do I contact if I have questions about my loan payments?

Will a solar loan make it more difficult for me to sell or refinance my home?

Will I need to buy out my loan? Whom do I contact?



A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACE program administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on your property tax bill. With PACE financing, you own the solar system. You should read and review the terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACE liens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessments are typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that you can set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage payment before you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number?
(Check the license at www.dfpi.ca.gov/pace-program-administrators)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at www.dfpi.ca.gov/pace-program-administrators)

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?



A Closer Look at Lease & PPA (Power Purchase Agreement)

With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase, and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

5

STEP 5: Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.

If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.

Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.

Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



Before you sign a contract, ask yourself: if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?

How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

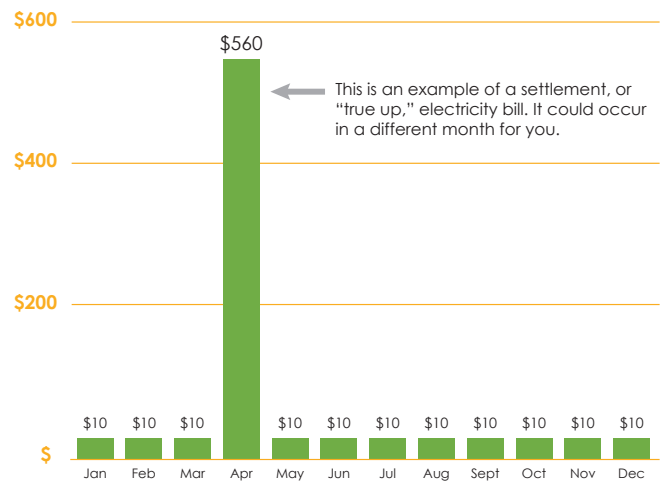
Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

Example Of A Settlement, Or "True Up" Electricity Bill



Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option, and double-check with your electricity provider that the correct option was chosen.

Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, is subject to change. Go to www.cpuc.ca.gov/electricrates for more details on how electricity rates work.



If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.

Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC), which represent the renewable energy that is generated. If you purchase a solar system, you own the rights to these RECs and can make the claim that you're producing clean energy and avoiding emissions of greenhouse gases by going solar. However, if you enter a lease or PPA, the contract may state that the solar provider or someone else owns the RECs. If you do not own the RECs, they can be sold without your knowledge to other customers who use them to make environmental claims or comply with clean energy requirements. And with PACE financing, a local jurisdiction may own the RECs. If owning the RECs is important to you, ask your solar provider who will own the RECs, and check the contract fine print.



Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See www.cpuc.ca.gov/sgip for more details on SGIP.



STEP 6: Carefully Read All Paperwork

The Solar Energy System Disclosure Document

This one-page document from the Contractors State License Board shows you the total costs for the proposed solar energy system. It also has information about your three- or five-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at www.cslb.ca.gov/consumers/solar_smart.

Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13–15 of this guide should be referenced in the financing agreement.

7

STEP 7: Review Additional Resources

If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)


- PG&E solar customer service: 877-743-4112
- PG&E clean energy: www.pge.com/en_US/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page

Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- SCE solar power at home: www.sce.com/residential/generating-your-own-power/solar-power 

San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: www.sdge.com/residential/solar/getting-started-with-solar

 If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and www.gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: www.cpuc.ca.gov/solarindacs

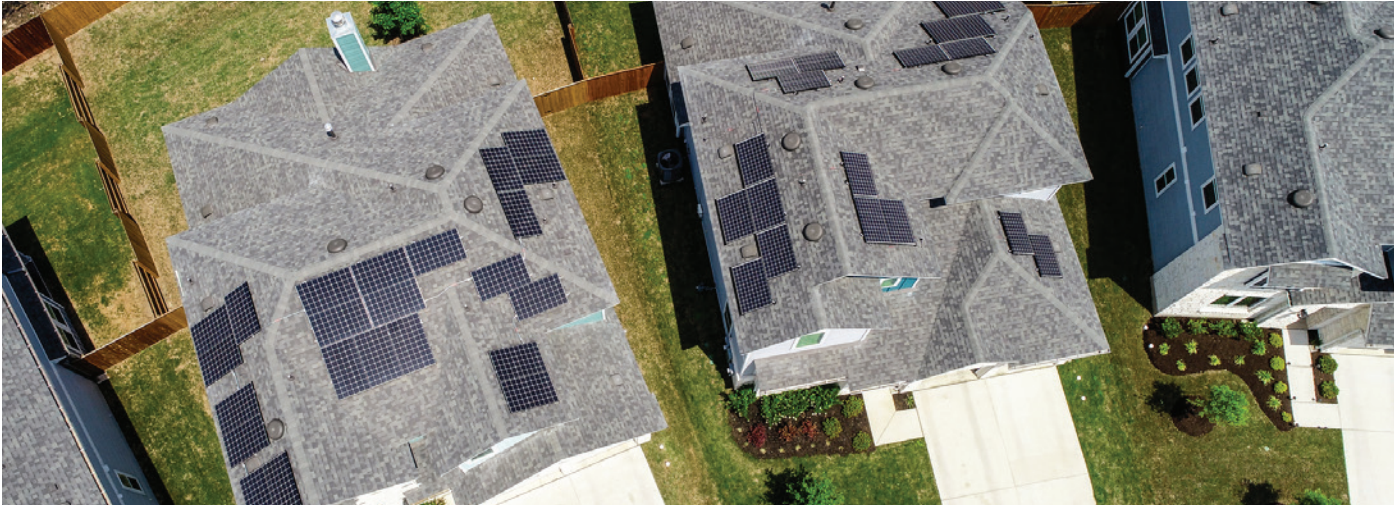
 If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: www.cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx
- CSLB solar smart: www.cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: www.cslb.ca.gov/consumers/solar_smart



Links with this icon have a resource available in video format.



Department of Financial Protection and Innovation (DFPI)

- PACE financing information: www.dfpi.ca.gov/pace
- Financial services: 213-576-7690; pacehelp@dfpi.ca.gov
- PACE program administrator license check: www.dfpi.ca.gov/pace-program-administrators
- Filing a complaint against a PACE provider: www.dfpi.ca.gov/file-a-complaint

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: www.pge.com/en_US/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page
- SCE understanding your bill: www.sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill ▶
- SDG&E understanding your NEM statement: www.sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: www.cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: www.cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas
- CESA una guía práctica de financiación solar para dueños de casa (en Español): www.cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- CESA/George Washington University rooftop solar financing 101: www.cesa.org/projects/sustainable-solar/videos ▶

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: www.irecusa.org/consumer-protection/consumer-checklist
- CESA/George Washington University Choosing a Solar Installer: <https://cesa.org/projects/sustainable-solar/videos> ▶



STEP 8: “Before You Sign” Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

-
- Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.

 - Consider making your home more energy efficient before getting solar. This could save you money. See page 5.

 - Get at least 3 bids for solar at your home. See page 9.

 - Ask the solar provider for 3 customer references and call or visit them. See page 9.

 - Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.

 - Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.

 - Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.

 - If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.

 - Read the critical information about electricity bill savings estimates on page 16.

 - Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.

 - Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.



STEP 9: Sign This Guide

January 2021

Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with your contract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.



Do not feel pressured to read the complete document while the salesperson waits.

Ask them to come back at a later date to allow you time to read it.

Customer

- I have not yet entered into a contract for solar with the solar provider signing on page 24.
- The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.
- The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, or Tagalog if they spoke to me in one of those languages.
- I read and initialed the first 4 pages of California's Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.
- I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.
- If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature.
- If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.
- If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.

Chad Fillingner

5/1/2021 | 11:25 AM PDT

Customer Printed Name

Date

DocuSigned by:

Customer Signature

continued on page 24

STEP 9: Sign This Guide *continued from page 23*

Solar Provider

- The customer initialed the first 4 pages of the guide.
- The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.
- The sales presentation to this customer was principally conducted in this language: English

<u>Paul Leon</u>	<u>5/1/2021 11:18 AM PDT</u>
Company Representative Name/Title	Date
<small>DocuSigned by:</small> <u>Paul Leon</u>	<u>480-626-7056</u>
Company Representative Signature	Company Phone
<u>Powur Home Construction</u>	<u>support@powur.com</u>
Company Name	Company Email
<u>1060243</u>	<u>B - GENERAL BUILDING CONTRACTOR</u>
Company CSLB License Number	Company CSLB License Classification

*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.

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: \$ 36189.52.

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 (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.



The global shift to sustainable energy

HOMEOWNERS ASSOCIATION INFORMATION

In order to ensure that all approvals required by an HOA will be obtained prior to the installation of a PV system, please select **one** of the two sections below:

Section 1 - No HOA Permission Necessary

Homeowner does NOT have a Homeowners Association and is NOT required to obtain approval from a Homeowners Association prior to installing a PV system on the property of the owner listed below.

Section 2 - HOA Permission Required

Homeowner belongs to a Homeowners Association. Homeowner will be responsible for obtaining approval from the Homeowners Association listed below prior to installing a PV system on their property. Powur PBC will provide the homeowner with all documentation necessary for HOA approval, but the homeowner is responsible for obtaining the HOA approval at least 30 days prior to the installation start date.

HOA / POA Name: N/A

HOA / POA Email Address: N/A

HOA / POA Phone Number: N/A

By signing below, the homeowner certifies that the above information is correct.

Customer's Name: Chad Fillinger

Customer's Signature: 

Date Signed: 5/1/2021 11:25 AM PDT



SOLAR INSTALLATION AGREEMENT

(HOME IMPROVEMENT)

Customer Name:	Chad Fillingner	Customer Phone:	(714) 329-8216
		Contract No.:	115020
Customer Address:	5055 Glenwood Ave Fontana CA 92336	Contract Date:	5/1/2021 11:25 AM PDT
		Salesperson Name:	Paul Leon
		Salesperson Reg. No.:	93777

This Solar Installation Agreement ("**Agreement**") is entered into on the Contract Date listed above by and between the Customer listed above ("**You**" or "**Your**") and Powur, PBC dba Powur Home Construction ("**Powur**"), a Delaware corporation, for the sale and installation of the photovoltaic solar system ("**Solar System**") described below ("**Project**") at the Customer Address listed above ("**Property**") upon the terms and conditions set forth in this Agreement, including all Exhibits attached hereto which are incorporated into this Agreement. A timely Notice of Cancellation may be sent to Powur at customersuccess@powur.com.

Description of the Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. The following tasks will be performed to install the Solar System at the Property ("**Work**"):

- 1 Survey the Property to determine the Property's ability and best location for the Solar System to be installed ("Site Survey");
- 2 Design the Solar System according to the Site Survey and relevant building codes;
- 3 Acquire necessary permits;
- 4 Perform any roof work necessary to accommodate the Solar System;
- 5 Procure materials and equipment to build and install the Solar System;
- 6 Install the Solar System and its components;
- 7 Schedule necessary building, electrical, and utility inspections; and
- 8 Schedule utility company commissioning and Solar System start-up.



1060243

Material / Equipment	Manufacturer	Model Number	Quantity
Photovoltaic Panel(s)	Jinko Solar	Eagle 375 W BOB	26
Inverter(s)	Enphase		
Battery			

Solar Insure 30-Year Warranty

You and Powur may agree to upgrades to materials or equipment and/or to extra Work to be performed by executing a written change order to this Agreement.

Solar System Specifications.**SOLAR SYSTEM SIZE****9.750 kW DC**

Estimated Year 1 Production: **15756** kWh

NOTICE: Savings are only estimates based on Your average electricity usage over the last 12 months. For customers with less than 12 months electricity usage, estimates are based on historical utility data or Property square footage.

Contract Price. The total price due under this Agreement, unless changed by written agreement with You, is

\$ **36189.52** . Total Cash amount: \$. Total Financed amount: \$ **36189.52**

Finance Information (if applicable).

Total Amount Financed: **36189.52** Lender: **Sunlight Financial**
 Annual Percentage Rate (APR): **1.49** % Loan Term: **240** Months
 Solar Loan Payment per Month for the Initial Period (17 payments)*: **130.78**

* This monthly payment will continue for the full term of Your loan if you make a voluntary payment of Your federal solar Investment Tax Credit ("ITC"). However, if no voluntary payment of Your ITC is made, Your monthly payment will increase as stated in your Loan Agreement. Your Loan Agreement may also include a lower introductory payment amount offered by Your Lender and may increase after such introductory period. Please see your Loan Agreement and the General Terms and Conditions below for further details.



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Schedule of Progress Payments (Non-Financed).

Payment	When	Amount
Down Payment	Upon execution of this Agreement	\$ [REDACTED] (lesser of \$1,000 or 10 percent of total).
Progress Payment	Due at completion of installation work.	\$ [REDACTED] (75% of balance due after down payment).
Final Payment	Due at time utility company grants permission to operate.	\$ [REDACTED] (remainder).
	Total Payments (Non-Financed):	\$ [REDACTED]

Payment Address. Powur, 7040 Avenida Encinas, Suite 104-104, Carlsbad, California 92011.

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

Approximate Start Date. Thirty (30) days from the Contract Date. The initiation of the Site Survey constitutes substantial commencement of the Work.

Approximate Completion Date. Thirty (30) to one hundred eighty (180) days from the Contract Date. This approximate completion date is subject to change based on permissible delays, including any delay caused by You.

You are entitled to a completely filled in copy of this Agreement, signed by both You and Powur before any work may be started. You have the right to require Powur to have a performance and payment bond. You must request any such bonds prior to commencement of any work under this Agreement and You will be solely responsible for the extra costs of obtaining such bonds. Powur reserves the right to terminate this Agreement at any time prior to the Approximate Start Date.

IT IS SO AGREED.

CUSTOMER:

5055 Glenwood Ave
Fontana
CA 92336

Signature:

DocuSigned by:

9A7B41138B3D4CA...

Name:

Chad Fillingner

Dated:

5/1/2021 | 11:25 AM PDT

POWUR:

Powur, PBC, dba Powur Home
Construction, a Delaware
corporation

Signature:

DocuSigned by:

25C37EC1204D410...

Name, Title:

Paul Leon
Independent Powur Consultant

Dated:

5/1/2021 | 11:18 AM PDT



powur

1060243

List of Documents Incorporated into the Agreement:

- Exhibit "A," General Terms and Conditions
- Exhibit "B," Homeowners Association Information
- Exhibit "C," Notice of Cancellation (2 Copies)
- Exhibit "D," California Terms and Disclosures



GENERAL TERMS AND CONDITIONS

Access. You hereby grant to Powur and its employees, agents, and contractors the right to reasonably access all of the Property as necessary for the purposes of (a) conducting a Site Survey; (b) installing, constructing, operating, repairing, removing and replacing the Solar System or making any additions to the Project; (c) installing, using, and maintaining electric lines and inverters and meters necessary to interconnect the Solar System to Your existing electrical system at the Property and/or to Your utility's electric distribution system; and (d) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal, or repair of the Solar System. You permit Powur to erect temporary facilities, including but not limited to storage sheds and portable toilets, on the Property. Such temporary buildings will remain the property of Powur and will be removed at Powur's expense after completion of the Project. This access right shall continue for up to ninety (90) days after the later of the termination of this Agreement. During the term of this Agreement, You will ensure that Powur's access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

Permitting. Powur will obtain any necessary municipal permits and will advance such costs. You agree to cooperate with Powur and to assist Powur in obtaining any necessary municipal permits. You will have the opportunity to review and approve the working plans for the Project. If you do not request any changes to the working plans in writing within three (3) business days of Your receipt of such plans, the working plans will be deemed accepted and Powur will obtain all permits based on the accepted plans. Powur is not responsible for delays in the Work due to the actions of any permitting and regulatory agencies or their employees.

Financing. Powur does not provide financing, but may assist You with obtaining financing for the Project with a third party lender. Financing is subject to the approval of third party lenders and all required financing disclosures will be provided by such third party lenders. If You are financing the Project, Powur's obligation to perform is conditioned on Powur's confirmation that You have obtained financing for the Project. Powur may terminate this Agreement without liability if, in its sole discretion, this condition will not be satisfied. You remain fully and primarily responsible for all payments due Powur under this Agreement regardless of whether You have separately contracted with a lender to pay all or any portion of the Contract Price, and regardless of whether Your lender intends to pay Powur directly or issue Powur joint checks.

If You are financing Your Solar System, the calculation of the monthly payments for the first eighteen (18) months following installation (which includes the first 17 payments) (the "**Initial Period**") assumes that You will make a voluntary payment equal to Your federal solar Investment Tax Credit ("**ITC**") on the Total Amount Financed. If You make aggregate principal payments in such amount during the Initial Period, Your monthly payments following the Initial Period will remain the same as during the Initial Period. However, if during the Initial Period you elect to pay an amount that is less than the ITC of Your loan amount, Your monthly payment beginning upon conclusion of the Initial Period and throughout the rest of the term of Your loan will be increased to amortize the remaining principal balance on the loan. Conversely, if You make a payment greater than the ITC of Your loan amount during the Initial Period, Your monthly payments following the conclusion of the Initial Period will be reduced to reflect the amortization of a lower principal balance. Please carefully review the details of Your loan, including the payment amounts, provided in your Loan Agreement. The Loan Agreement controls your finance transaction.

Energy Rebates and Tax Credits. Upon Your request, Powur will provide You with reasonable support and documentation that may be necessary in connection with Your application for any federal, state, or local energy rebate or tax credit available in connection with installation of the Solar System; provided however that POWUR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOU WILL QUALIFY FOR OR WILL OBTAIN ANY FEDERAL, STATE, OR LOCAL ENERGY REBATE OR TAX CREDIT IN CONNECTION WITH THE SOLAR SYSTEM. You are advised to consult legal and/or accounting professionals regarding Your eligibility for and assistance with any such energy rebate or tax credit. Powur is not responsible for changes in availability or incentives of any federal, state, or local energy rebate program or tax credit.



Disclaimer of Energy Savings. Your energy savings, if any, after installation of the Solar System will depend on the Property location, Solar System size, available energy rebates, Your post-installation usage and consumption, and local utility rates. **POWUR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND POWUR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SOLAR SYSTEM'S ABILITY TO PROVIDE SAVINGS ON YOUR ELECTRICITY COSTS OR UTILITY BILLS.**

Late Payment Fee. If You fail to pay any amount required pursuant to the terms of this Agreement within thirty (30) days after the date the payment becomes due, You must also pay Powur simple interest on any and all past due amounts at the rate of two (2) percent per month calculated daily from the date the payment became due. You further agree to pay Powur any and all amounts incurred relating to the collection of payments and/or late charges provided for in this Agreement, including but not limited to attorneys fees, court costs, service of process fees, and collection agency fees. This provision does not create a grace period for any payments You are required to make pursuant to this Agreement nor is it intended to limit any of Powur's available remedies.

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 any 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 may not require Powur to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Change order work is not enforceable against You unless the change order identifies prior to commencement of any work covered by the new change order, the Exhibit A 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 or the completion date. Powur's failure to comply with this requirement does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. A change order form must be signed by both parties before commencement of work on the change order.

Cost or Delay Due to Unforeseen Conditions. Powur is not responsible for failures, delays, or expenses related to unanticipated, unusual, or unforeseen conditions at the Project site arising out of conditions beyond Powur's reasonable control including, but not limited to, acts of God, acts of You or Your agents, stormy weather, natural disaster, flood, earthquake, landslide, subsidence, fire, vandalism, riots, terrorist acts, labor trouble, acts of public utilities, public agencies or inspectors, change orders or extra work, Your failure to make progress payments promptly, or unavailability of materials or equipment (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such Force Majeure Events.

If Powur discovers unforeseen conditions requiring additional materials, equipment, or labor, or if installation has not been completed after one hundred eighty (180) days for any reason and the cost of any material or equipment for the Project rises due to circumstances beyond Powur's control, then Powur reserves the right to present You with a change order for the materials, equipment, and/or labor containing a new price before beginning or continuing performance. Powur reserves the right to terminate this Agreement, upon three (3)-days written notice to You, if You do not sign the change order within seven (7) days of presentment. Upon such termination, Powur shall be entitled to recover any materials and/or equipment and payment for work performed and costs and expenses incurred through the termination date. To the extent You have made any payments toward the Contract Price through the termination date, Powur will refund such payments less a deduction for the aforementioned amounts Powur is entitled to recover.

Your Termination Rights. After Your initial Three-Day Right to Cancel has expired, You may, upon three (3) days written notice to Powur, terminate this Agreement for any reason, provided that Powur shall be entitled to recover any materials and/or equipment, payment for work performed and costs and expenses incurred through the termination date, and reasonable overhead and profit equal to ten percent (10%) of the Contract Price. To the extent You have made any payments toward the Contract Price through the termination date, Powur will refund such payments less a deduction for the aforementioned amounts Powur is entitled to recover.

Breach or Default and Remedies. Without limiting any of Powur's other rights and remedies, upon any breach or default of this Agreement by You, including but not limited to Your failure to promptly provide notice of acceptance of Powur's work upon substantial completion, Your failure to pay Powur any amount due, Your bankruptcy or financial



distress, or any hindrance to Powur in the performance process, Powur shall have the right, to the fullest extent of the law, to: (a) pursue a stop work order at the Property; (b) stop any more work from being done at the Property until the breach is cured and a bond is posted by You for any amounts payable under this Agreement; (c) terminate this Agreement, upon three (3)-days written notice to You, and recover any materials and/or equipment, payment for work performed and costs and expenses incurred through the termination date, interest at the maximum rate allowed by law, and reasonable overhead and profit equal to ten percent (10%) of the Contract Price; (d) recover from You the unpaid Contract Price, taxes, and all other sums then due and owing; (e) disconnect, turn off, or take back the Solar System by legal process or self-help (if legally available), provided Powur does not disturb the peace or violate the law; (f) report such non-operational status of the Solar System to Your utility, informing them that You are no longer net metering; (g) charge You a reasonable reconnection fee for reconnecting the Solar System to Your utility or turning your Solar System back on after it is disconnected or turned off due to your default; and/or (h) pursue any other legal remedies including, without limitation, mechanics liens or similar remedies. You agree that Powur will have access to the Property and permission to enter the Property in order to disable and/or remove the Solar System until such time as Powur is paid in full and title to the Solar System passes to You.

Site Conditions. Powur shall not be held liable for any pre-existing conditions, including code violations, rotting or deteriorating materials, cosmetic defects, and/or deteriorated electrical, mechanical, or structural conditions. Powur shall not be held liable for any condition not visible during the Site Survey or for any items not specifically addressed in this Agreement. Powur shall not be held liable for vandalism, damage, or theft, including, without limitation, for any materials and/or equipment either furnished by You or delivered directly to the Project site and to be stored by You.

Title and Risk of Loss. All materials and equipment delivered to the Property, regardless of whether actually incorporated into the Project, are and will remain the property of Powur until such time as You have paid Powur in full for such materials and equipment. Title to the materials and equipment shall transfer to You after Powur completes the Work and receives final payment. Notwithstanding the foregoing, after delivery of the materials and equipment to the Property, other than damage directly resulting from Powur's grossly negligent actions or omissions or willful misconduct, You shall bear risk of loss to the materials and equipment for all causes of loss not covered by the Limited Warranties.

Limited Warranties. For a period of ten (10) years, Powur warrants that the work performed hereunder will conform to the description herein stated and will, at its option, repair or replace, at no charge, work performed under this Agreement that is defective in materials or workmanship provided that Powur receives notice of such defective materials or workmanship within thirty (30) days of the occurrence of the defect. For a period of five (5) years, Powur also warrants that roof penetrations made by Powur will be weather-tight. These express limited warranties do not cover defects or damage related to misuse, abuse, alteration, normal wear and tear, settlement, defection, failure of surrounding structures, natural weathering, impact of foreign objects, vandalism, acts of Nature (including, but not limited to fire, flood, storm damage), or any defects caused by a third party (including, but not limited to, water damage or leaking). These express limited warranties begin on the earlier of substantial completion or five (5) days after cessation of the Work by Powur. These express limited warranties will not affect any third party manufacturer warranty available to You. **POWUR MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY POWUR AND EXCLUDED FROM THIS AGREEMENT.**

Indemnification. You agree to indemnify, defend, and hold harmless Powur and its directors, officers, shareholders, employees, agents, representatives, contractors, subcontractors, successors, and assigns from any and all third party claims, actions, costs, expenses (including attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands, and liens of any kind arising out of or relating to Your failure to perform Your obligations under this Agreement, provided that You will not be required to indemnify Powur to the extent of Powur's own gross negligence or willful misconduct.

Limitation of Liability. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES,



INCLUDING WITHOUT LIMITATION: (A) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (B) COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (C) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (D) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF REPUTATION.

In no event will either party's liability under this Agreement or in connection with the Project exceed the Contract Price, including, without limitation, damages to the Property during the performance of the Work or resulting from the Project. You agree to provide Powur with written notice of any claims arising out of this Agreement and/or the Project prior to making final payment and any claims not made at or before such time will be deemed waived by You upon making final payment.

Attorneys Fees. The prevailing party in any arbitration or litigation arising from this Agreement shall be entitled to the recovery of its reasonable costs and expenses of such proceeding, including expert witness fees and attorneys' fees.

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 be a waiver of such provisions or a party's right to enforce that provision or affect the validity of this Agreement.

Time of the Essence. The parties agree that time is of the essence in this Agreement.

Assignment and Transfer. Your rights or obligations under this Agreement may not be assigned without Powur's express written consent. You agree to give Powur notice of any transfer of the Property (including the Solar System) at least thirty (30) days prior to such transfer if You desire to transfer any rights and obligations under this Agreement and/or the Limited Warranties to the transferee. In the event of any transfer of the Property prior to full and final payment under this Agreement, You will remain liable for meeting all payment obligations under this Agreement.

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 representative of Powur may execute any change to this Agreement on behalf of Powur. 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 rewritten so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement will survive. Powur may assign or subcontract any of its rights or obligations under this Agreement to any contractor, subcontractor, successor, partner, or purchaser.

Execution in Counterparts. This Agreement may be signed by the parties in multiple counterparts, all of which shall be taken together as a single document.

Governing Law. The laws of the state of California will govern this Agreement without giving effect to conflict of laws principles.

ARBITRATION OF DISPUTES

Any dispute arising out of or relating to the negotiation, construction, performance, or non-performance of any aspect of this Agreement shall be settled by binding arbitration in the County of San Diego in accordance with California law and the Construction Rules & Procedures of JAMS, and judgment upon the award rendered by any such arbitrator may be entered in any court having jurisdiction thereof. No arbitration initiated under this Agreement shall be permitted by the arbitrator or a court to proceed or be maintained as a class action or representative action by You on behalf of other customers. In the event judicial proceedings are initiated relating to this Agreement, such proceedings will be conducted in the San Diego County Superior Court.



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 YOUR 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.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO MAINTAIN ANY CLASS ACTION OR REPRESENTATIVE ACTION IN ARBITRATION OR ANY COURT CONCERNING ANY DISPUTE SPECIFIED ABOVE.

I 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.

DS

Initials of Customer

DS

Initials of Powur

Notice of the Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three (3) business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third (3rd) 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 ten (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 twenty (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.

DocuSigned by:

customer (Sign to Acknowledge)

5/1/2021 | 11:25 AM PDT
Date



Homeowners Association Information

Please check one of the appropriate boxes below to indicate whether or not installation of the Solar System on Your Property requires advance approval from any homeowners association or any other association or organization with any rights or claims over or with respect to the Property ("HOA").

No HOA Approval Required. The Property is not subject to an HOA or Customer is not required to obtain approval from an HOA prior to installation of the Solar System on the Property.

-OR-


HOA Approval Required. The Property is subject to an HOA and Customer is required to obtain approval from such HOA prior to installation of the Solar System on the Property. The HOA information is as follows:

HOA Contact Name: N/A

HOA Phone Number: N/A

NOTICE: You are solely responsible for obtaining at Your sole cost and expense, at least thirty (30) days prior to installation of the Solar System, any approvals to install the Solar System that may be required by any HOA to which the Property is subject. Powur will provide You with reasonable support and documentation required in connection with You obtaining any such approval.

CUSTOMER:

Signature: 
Name: Chad Fittinger
Dated: 5/1/2021 | 11:25 AM PDT



NOTICE OF CANCELLATION

(Customer Copy)

5/1/2021 | 11:25 AM PDT

Date (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three (3) 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 canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the 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, send an email to customersuccess@powur.com with a signed and dated copy of this cancellation notice or any other written notice, or mail, deliver, or send a telegram of same to Powur at 2683 Via De La Valle #321G, Del Mar, California 92014,

not later than midnight of **05/05/2021**

(Date) (3 business days from the date of transaction)

I hereby cancel this transaction.

(Date)

(Customer's signature) **(ONLY IF CANCELLING)**



NOTICE OF CANCELLATION

(Powur Copy)

5/1/2021 | 11:25 AM PDT

Date (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three (3) 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 canceled.

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not later than midnight of **05/05/2021**

(Date) (3 business days from the date of transaction)

I hereby cancel this transaction. _____

(Date)

(Customer's signature) **(ONLY IF CANCELLING)**



CALIFORNIA TERMS AND DISCLOSURES

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. 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 twenty (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 twenty (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.

Mechanics Lien Releases. It is common practice for contractors, subcontractors, or material suppliers to place mechanics liens upon a property during construction to ensure payment for services and materials provided, as permitted under California law. If a lien should be placed on Your property, upon satisfactory payment for any portion of the work performed, Powur shall, prior to any further payment being made by Your, furnish to You 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 by You.

Commercial General Liability Insurance (CGL). Powur carries commercial general liability insurance written by StarStone. You may call StarStone at (201) 743-7700 to check the contractor's insurance coverage.

Workers' Compensation Insurance. Powur carries workers' compensation insurance for all employees.



An EDISON INTERNATIONAL Company

Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 61965-E
Cancelling Revised Cal. PUC Sheet No. 58811-E

Sheet 1

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

Form 14-923

(To be inserted by utility)

Advice 3623-E

Decision 14-12-035

Issued by

Caroline Choi

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 27, 2017

Effective Jul 27, 2017

Resolution _____



SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

This Net Energy Metering (NEM) Solar and Wind Generating Facility 10 Kilowatt or Less Interconnection Agreement ("Agreement") is entered into by and between ASHLEY N FILLINGER ("Customer") and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

This Agreement is applicable only to Customers operating a solar or wind Generating Facility sized 10 kilowatts (kW) or less who satisfy all requirements of the definition of a Renewable Electrical Generating Facility ("Generating Facility") as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code and all conditions and requirements as specified in Schedule NEM or its successor, Schedule NEM-ST.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

- 2.1 Generating Facility Identification Number: _____
- 2.2 Customer Meter Number: 222011-448800
- 2.3 Customer Service Account Number: 700632202897
- 2.4 Applicable Rate Schedule: _____
- 2.5 Generating Facility Location: 5055 Glenwood Ave Fontana CA 92336

2.5.1 This agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.5.2 This agreement is applicable only to solar and/or wind Generating Facilities, or a hybrid system of both with an aggregate capacity of 10 kW or less that is located on Customer's premises as defined in SCE's Electric Rule 1 Definitions and operates in parallel with SCE's Distribution System

- 2.6 Generating Facility Nameplate Rating (kW): _____
- 2.7 Generating Facility CEC-AC Rating or Equivalent (kW): _____
- 2.8 Estimated monthly energy production of Generating Facility (kWh): _____

3. METERING AND BILLING:

3.1 Metering requirements and billing procedures shall be set forth in SCE's, Electric Service Provider's, Community Choice Aggregator's and/or Community Aggregator's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

3.2 MONTHLY BILLING ELECTION:

By default, Residential and Small Commercial NEM Customers are billed (i.e., required to pay) ANNUALLY for their energy charges. However, the provisions of Schedules NEM and NEM-ST provide that "Upon a Customer's request, SCE shall permit a Residential or Small Commercial Customer to pay all applicable energy charges monthly.



SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

Customers on monthly billing will receive monthly bill statements showing both the energy and non- energy related billing components and corresponding charges, and will be required to pay any positive energy charges monthly.

Having considered billing options that are available, I hereby request for monthly billing for the Customer Service Account Number listed above. _____ (initial here)

4. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 4.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.
- 4.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21 – Generating Facility Interconnections.
- 4.3 For Customers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may also be used for technologies eligible for the SGIP.
- 4.4 For Customers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").
- 4.5 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of (1) a completed Net Energy Metering Application including all supporting documents and required payments, (2) a completed signed Net Energy Metering Interconnection Agreement, and (3) evidence of the Application's final electric inspection clearance from the Local Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date.
- 4.6 SCE shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility.



SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

7. INDEMNITY AND LIABILITY:

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

8. GOVERNING LAW:

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. CALIFORNIA PUBLIC UTILITIES COMMISSION:

- 9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.



SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 10.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 10.5 A new Customer of Record or New Party In ("NPI") who owns, leases, or rents a premises with an operating NEM Generating Facility, previously approved by SCE for Parallel Operation, does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NEM or its successor, Schedule NEM-ST, as applicable. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement.

A new Customer of Record or NPI, who owns, rents or leases a premises that includes a NEM Generating Facility with a capacity of 30 kW or less, that was approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM or its successor, Schedule NEM-ST, as applicable, as long as the requirements of this section are met. To be eligible, the new Customer or NPI must (1) ensure that the Generating Facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; (2) keep in force the amount of property, commercial general liability and/or personal liability insurance the NPI or new Customer has in place at the time it initiates service on this tariff; (3) understand that SCE may from time to time release to the CEC and/or the Commission information regarding the new Customer or NPI's Generating Facility, including NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer, which will remain unchanged, (ii) a copy of the NEM Fact Sheet on operation and billing, and (iii) SCE's website information on the NEM or NEM-ST tariffs.



SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

11. NOTICES:

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:

Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:

Account Name: ASHLEY N FILLINGER
Mailing Address 5055 Glenwood Ave
Mailing City: Fontana Mailing State: CA
Mailing Zip Code: 92336

11.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1

12. TERM AND TERMINATION OF AGREEMENT:

12.1 This Agreement shall become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, and this completed Agreement, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 11.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Sections 2827(b)(4) or 2827.1(a) of the California Public Utilities Code; or (c) termination of Customer's NEM arrangements with its Electric Service Provider, Community Choice Aggregator or Community Aggregator.

13. TRANSITION PROVISIONS:

13.1 Customers receiving service on Schedule NEM, or who have submitted all documentation necessary for receiving service on Schedule NEM, prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in Schedule NEM.

13.2 Customers receiving service on Schedule NEM-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-ST, are subject to the transition provisions as outlined in Schedule NEM-ST.



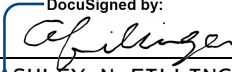
SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

14. SIGNATURE:

A copy of this Agreement, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though it were an original and it will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

Customer hereby causes this Agreement to be executed by its duly authorized representative on the date set forth below and agrees that it will become effective as provided in Section 12.1 above.

CUSTOMER

By:  _____
 Name: ASHLEY N. FULLINGER
 Title: Utility Account Holder
 Date: 5/1/2021 | 11:27 AM PDT

NET ENERGY METERING (NEM) RESIDENTIAL CUSTOMER SYSTEM SIZE ACKNOWLEDGEMENT 30 KW OR LESS

Renewable Electrical Generating Facilities (Generating Facility) that are sized larger than a customer's electrical requirements are not eligible for Net Energy Metering (NEM) as described in [Schedule NEM](#). A Generating Facility is considered to be sized larger than a customer's electrical requirements when the estimated annual production (in kWh) of the Generating Facility exceeds the customer's past 12 months of usage (in kWh).

When a Generating Facility appears to be oversized or where an account does not have 12 months of usage history, SCE allows customers to complete this form to certify that their Generating Facility is sized appropriately as required under SCE's NEM tariffs so that the NEM interconnection process can continue. Therefore, please check the appropriate box below and sign:

By signing below, I (Customer) certify that:

- I have compared the estimated annual production of my Generating Facility¹ with my most recent 12-month usage history². I am aware that my Generating Facility is expected to produce more energy than I used in the last 12 months. However, I affirm that I expect to increase my usage accordingly in the upcoming year. My Generating Facility was sized to meet this expected increase; **OR**
- Because I do not have 12 months of usage history, I have compared the estimated annual production of my Generating Facility against the standard 2 Watts/sq. ft. usage at www.sce.com/nem. Where the estimated annual production of my Generating Facility exceeds this calculated value, I affirm that I expect to increase my usage accordingly in the upcoming year. My Generating Facility was sized to meet this expected increase.

I understand that SCE reserves the right to further validate that my Generating Facility is sized in accordance with the NEM tariff.

Customer Acknowledgment

From Your SCE Bill, Please Provide:


Customer Name ASHLEY N FILLINGER

Service Address 5055 Glenwood Ave Fontana CA 92336

Service Account Number (3-XX-XXXX-XX) _____

ASHLEY N FILLINGER

Print Name _____ Title, applicable if a Company _____

DocuSigned by:

 Signature _____ Date 5/1/2021 | 11:27 AM PDF ashfillinger@gmail.com
 Email Address _____

¹ The estimated solar annual production in kWh for sizing verification purposes is (CEC Nameplate kW) X 720 hrs./month X 12 months/year X 0.20 capacity factor = Annual kWh. For Wind and Fuel Cell technologies, see SCE NEM Handbook.

² You may obtain your most recent 12 months of usage history by calling SCE at 866-701-7868 or 800-655-4555, or by logging in online at www.sce.com, then going to MyAccount.

Certificate Of Completion

Envelope Id: C769CC3FFBFA4F9DB32DF8D2D2C403A
 Subject: Solar Closing Documents for Chad Fillingner
 Source Envelope:
 Document Pages: 49
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

 Envelope Originator:
 Docs Team
 3401 N Thanksgiving Way Ste 450
 Lehi, UT 84043
 daas@gosolo.io
 IP Address: 35.226.245.99

Record Tracking

Status: Original
 5/1/2021 11:52:06 AM
 Holder: Docs Team
 daas@gosolo.io
 Location: DocuSign

Signer Events

Paul Leon
 PLEON@SOLARPOWEREX.COM
 Solar Power Experts
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 25C37EC1204D410...

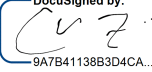
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.215.243.151

Timestamp

Sent: 5/1/2021 11:52:10 AM
 Viewed: 5/1/2021 11:56:25 AM
 Signed: 5/1/2021 12:18:01 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chad Fillingner
 anfillinger@gmail.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 9A7B41138B3D4CA...

 Signature Adoption: Drawn on Device
 Using IP Address: 47.152.48.90
 Signed using mobile

Sent: 5/1/2021 12:18:04 PM
 Viewed: 5/1/2021 12:19:21 PM
 Signed: 5/1/2021 12:25:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

ASHLEY N FILLINGER
 anfillinger@gmail.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 9A7B41138B3D4CA...

 Signature Adoption: Drawn on Device
 Using IP Address: 47.152.48.90
 Signed using mobile

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 Viewed: 5/1/2021 12:26:11 PM
 Signed: 5/1/2021 12:27:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
<p>Matt Gordon matt.gordon@powur.com Powur Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Invisible Technologies invisibletechnologies@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Emily Budd powur.corporate@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Kati Simonett kati.simonett@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Sarah Rodriguez sarah.rodriguez@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Victoria Lopez victoria.lopez@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>DX Weeldi dx_powur@weeldi.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM
<p>Timothy Moore timothy.moore@powur.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/1/2021 12:27:30 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/1/2021 12:26:11 PM
Signing Complete	Security Checked	5/1/2021 12:27:27 PM
Completed	Security Checked	5/1/2021 12:27:31 PM

Payment Events	Status	Timestamps
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