An Employee Owned Company

4303 E. Brundage Lane • Bakersfield, CA 93307
661.836.3880 • BlandSolar.com
CSLB 598565

Home Improvement Contract

Bland A/C & Heating, Inc. a California corporation

Customer & Information.

Name:	Ted Armijo
Name:	Mauri Armijo
Email:	armijomjo@gmail.com
Phone:	661-330-0688
Current Annual KWH Usage:	11,385

Installation Site Location & Notes.

Address:	12008 Ernestina Ct.
	Bakersfield, Ca. 93306
Notes:	Customer aware of shading increases as Trees grow around property.

Sales Representative: Dan Mello

Referral: Tony & Melissa Donez

Article I.Contract Price

The total price for this contract is $ 80,800.00

(3% fee will be charged for credit card payments)

Article II. Down Payment

THE DOWN PAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. Down Payment: $.00.

Article III. **Schedule of Progress Payments**

Payment 1: $NA (Due on start date of installation.)

Payment 2: $80,800.00 (Due at final inspection.)

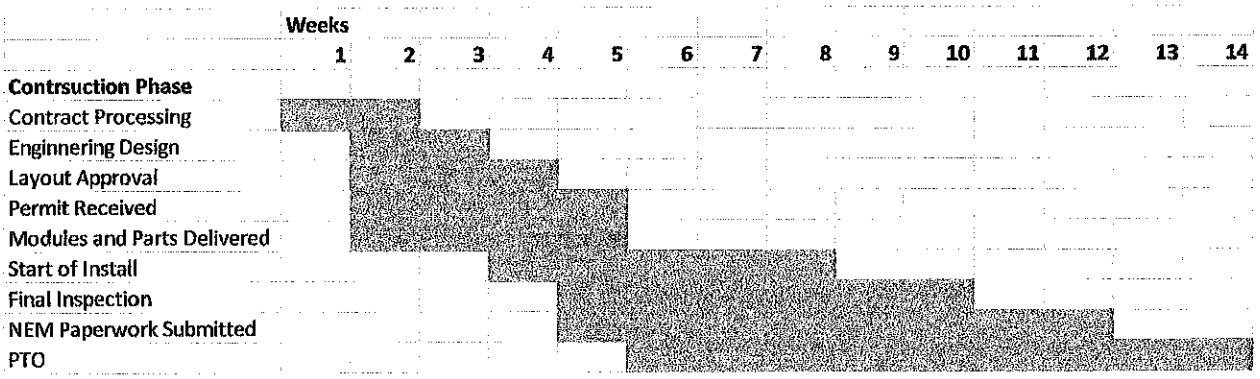
Payment 3: $NA ( )

Funding Type: Cash ☐ Finance ☑ (Check One)

Finance Company: Safe One

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, THE CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Article IV. **Approximate Construction Timeline**



Article V. **System Description**

Total System Size:	13.320 DC KW
Total Cost, Including Sales Tax:	$80.800.00
Estimated First Year Production, (without shade or soiling impact):	14,700 to 15,100
Modules: 36	SIL-370-HC
Modules Manufacturer Warranty:	25 years
Inverters: 36	IQ7PLUS-72-2-US
Inverter Manufacturer Warranty:	25 years
PV Array Orientation:	SE & NW
Monitoring System:	Enphase
Monitoring System Warranty	5 year cell modem

Battery	NA
Battery Manufacturer Warranty	NA
Miscellaneous:	Racking, BOS Materials, and Permits when applicable
Generator	NA
Generator Manufacturer Warranty	NA

Article VI. Exclusions

Except to the extent expressly included above in the System Description of the Project or in a Change Order, Contractor shall have no responsibility for the following: (1.) removal and/or disposal of any materials containing asbestos or any other hazardous material as defined by the federal or state Environmental Protection Agency or equivalent; (2.) moving Customer's property around the site; (3.) additional costs associated with moving the current electrical meter, and/or upgrades to the customers utility side of the meter; (4.) repairing any roofing damage resulting from a substandard roof or substandard installation thereof; (5.) structural framing work for any part of the roof or structure, including concealed substandard framing; (6.) correcting errors and omissions by any other contractor or subcontractor such as where the property was not built to code; (7.) removal and replacement of existing rot or insect infestation; (8.) cost of correcting, testing or remediating mold, fungus, mildew or organic pathogens except where the direct result of Contractor's construction defect; (9.) painting of other structural parts; (10.) any additional costs associated with any increase in the scope of Contractor's work required by plan checkers or field inspectors with city or county building/planning departments (the "Building Department") or resulting from changes in applicable law or additional requirements imposed by the Building Department after the Signing Date; (11.) any fees associated with an arborist or any state environmental, coastal or other commission; (12.) fences; (13.) upgrades to Site to meet Utility access requirements such as special locks or 24-hour access gates; (14.) any costs or approvals associated with a Homeowners Association ("HOA") or equivalent review, permitting or fees; provided however, that Contractor shall provide Customer with reasonable assistance, at Customer's request, in coordinating with Owner's HOA (or equivalent); (15.) professional engineering services (without limitation structural/electrical/soils/geotechnical engineering or surveying services) including site visits; (16.) responsibility for the structural integrity of the existing structure (for roof mounted systems) or evaluating the stability of the earth under or near the system (for ground mounted systems); provided, however that if professional engineering review is expressly included as Other Work defined in this contract, Contractor's liability is limited to the extent that damage is caused by a failure of the professional services to be conducted in accordance with prudent industry practices; (17.) responsibility for monitoring services associated with any monitoring equipment which are provided directly by the manufacturer, and are subject to the applicable manufacturer's monitoring and services terms and conditions; provided, however that Contractor shall provide reasonable assistance in contacting the manufacturer if requested by Customer.

Article VII. Concealed Conditions

The contract price is based solely on the observations the Contractor was able to reasonably make during the evaluation of your property in its condition at the time of the inspection. Customer represents that Customer knows of no concealed or other conditions at, on or beneath the property that may interfere with the installation and operation of the system provided by Contractor. If Contractor subsequently discovers any concealed or hidden

conditions or issues with the property that may delay or prevent completion of the system or otherwise materially affect the scope of Contractor's work once work has commenced, Contractor will stop work and define the condition or conditions and present additional costs to Customer in a proposed change order. If Customer does not approve the proposed change order, Customer may arrange to have the extra work done by another appropriate contractor at Customer's cost. If Customer refuses to have such extra work done, then Contractor may, without prejudicing its other remedies, terminate the Contract in writing and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor. Thereafter, Contractor will be relieved from all other duties under this Contract, including, but not limited to, all punch list and warranty work.

Article VIII. Warranty Conditions including Exceptions, Limitations and Exclusions

PHOTOVOLTAIC SOLAR INSTALLATION WARRANTIES. Contractor provides a limited warranty for a period of twenty five (25) years (the "Warranty Period") beginning on the date of Municipal Electrical Building Permit signoff on all Contractor-supplied materials and services used in the system and its installation against original defects in material or workmanship (the "Limited Warranty"); and solely for all roofing penetrations made and sealed by Contractor, or a subcontractor engaged by Contractor (the "Limited Roofing Warranty") (collectively, the "Limited Warranties"). 25-year limited warranty is only for the original purchaser of the photovoltaic solar system. This 25-year warranty is non-transferable. In the event, the original purchaser relocates, the warranty period will be ten (10) years. During the Warranty Period, Contractor will at its own expense repair or replace any defective component of the warranted goods or any defective workmanship. Where an item of significant materials listed in description of the project above is subject to a longer manufacturer's warranty, Contractor shall assign such manufacturer warranty to the Customer and the terms of the manufacturer's warranty for that specific equipment shall govern; provided, however, that Contractor agrees to provide reasonable assistance in contacting the manufacturer if requested by Customer.

NON PHOTOVOLTAIC WARRANTIES. Contractor provides a limited workmanship warranty for a period of twenty five (25) years (the "Warranty Period"), or as long as th original purchaser owns the home, whichever occurs first, otherwise, a limited workmanship warranty of ten (10) years will apply beginning on the date of Permit signoff on all Contractor-supplied materials and services used in the project and its installation against original defects in material or workmanship (the "Limited Warranty"); and solely for all roofing penetrations made and sealed by Contractor, or a subcontractor engaged by Contractor (the "Limited Roofing Warranty") (collectively, the "Limited Warranties"). During the Warranty Period, Contractor will at its own expense repair or replace any defective component of the warranted goods or any defective workmanship. Where an item of significant materials listed in description of the project above is subject to a longer manufacturer's warranty, Contractor shall assign such manufacturer warranty to the Customer and the terms of the manufacturer's warranty for that specific equipment shall govern; provided, however, that Contractor agrees to provide reasonable assistance in contacting the manufacturer if requested by Customer.

OBTAIN WARRANTY SERVICE. To obtain warranty service, Customer shall notify Contractor in writing of any defect, malfunction, or nonconformity of the warranted goods or services. Provided that the warranty is not expired, otherwise voided or subject to an exclusion listed herein, Contractor shall repair or replace the defective, malfunctioning, or nonconforming warranted goods or services within a reasonable amount of time after receipt of Customer's notice. Upon expiration of the Limited Warranties described in this article, Customer's sole remedy, if any, with respect to the warranted item(s) will be limited to recourse from the manufacturer under an applicable manufacturer's warranty. Contractor will provide reasonable assistance in contacting the manufacturer concerning warranty service; however, any Contractor service not paid for by the manufacturer will be billed to Customer at standard time and materials rates.

WARRANTY EXCEPTIONS AND EXCLUSIONS. Contractor's Limited Warranties above do not apply to work performed either (1) with materials not supplied by Contractor or its suppliers; (2) according to plans or specifications not provided or obtained by Contractor, including but not limited to Customer-provided plans; (3) "Other Work" defined in this contract and (4) or included via a Change Order unless a warranty is expressly included. In the event that Contractor agrees in writing to engage a subcontractor to perform portions of the work at Customer's request, in which case such subcontractor's work shall constitute "Other Work" for the purposes of this article. In connection with monitoring product equipment, the Limited Warranties shall apply to Contractor's workmanship only; any monitoring product equipment itself is governed solely by the terms of any applicable manufacturer warranty. Repair of the following items is specifically excluded from Contractor's warranty: any materials that were modified, altered, repaired, or attempted to be repaired by anyone other than Contractor without Contractor's prior written approval; any damages resulting from lack of Customer maintenance; damages resulting from Customer abuse or ordinary wear and tear; damages due to animals, weather or natural disasters; damages resulting from mold, fungus and other organic pathogens, unless caused by the sole and active negligence of Contractor as a direct result of a construction defect which caused water infiltration into a part of the structure; shrinking/cracking of grouts and caulking; and fading of paints and finishes exposed to sunlight. Customer acknowledges that installation of the system may void any roofing warranty of the roof manufacturer or roof installer. Contractor assumes no responsibility in relation to the roofing warranty, whether voided or not, after the installation of the system. Contractor advises Customer to check with its roofer or builder concerning the impacts that a system will have on any existing roofing warranty.

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

Article IX. Authorized Use of Photographs and Imagery

Customer agrees and gives permission to Contractor to take and use pictures of the system as installed for future marketing of Contractor's products and services. Contractor hereby agrees to limit the use of pictures of the Customer's premises or property for the purpose of marketing Contractor's or Contractor's suppliers' products or services.

Article X. Three-Day Right to Cancel

The law requires that the Contractor give you a notice explaining your right to cancel. (See Article Below)

Article XI. Notice of Three-Day Right to Cancel

You, the Customer, 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 Bland A/C & Heating, Inc. at place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, Bland A/C & Heating, Inc. must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Bland A/C & Heating, Inc. at your residence, in substantially as good condition as you received them, any goods delivered to you under this contract or sale or, if

you wish, comply with Bland A/C & Heating, Inc. instructions on how to return the goods at Bland A/C & Heating, Inc.'s expense and risk. If you do make the goods available to Bland A/C & Heating, Inc. and Bland A/C & Heating, Inc. does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Bland A/C & Heating, Inc., or if you agree to return the goods to Bland A/C & Heating, Inc. and fail to do so, then you remain liable for performance of all obligations under the contract.

Attached to this contract is a Three-Day Right to Cancel (Page 11). Customer hereby acknowledges receipt of this notice:

Date: 10/04/2022 Customer Initial: MA

Article XII. Extra Work and Change Orders

The Customer may not require Bland A/C & Heating, Inc. to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against the Customer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) the scope of the work encompassed by the order, (2) the amount to be added or subtracted from the Contract, and (3) the effect the order will make in the progress payments and/or the completion date. Bland A/C & Heating, Inc.'s failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Article XIII. 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.

Article XIV. Commercial General Liability Insurance (CGL)

Commercial General Liability Insurance (CGL): Bland A/C & Heating, Inc. carries commercial general liability insurance.

Article XV. Workers' Compensation Insurance

Bland A/C & Heating, Inc. carries workers' compensation insurance for all employees.

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

BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the preliminary notices. You will not get preliminary notices from your prime contractor or other persons you contract with directly or from laborers who work on your project. The law assumes that you already know they are improving your property.

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

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

For other ways to prevent liens, visit CSLB's Internet web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

Article XVII. Breach by Customer

Contractor is entitled to suspend all work on the project if Customer materially breaches this contract, including, but not limited to, failing to (a) make payments in accordance with the Schedule of Progress Payments or as otherwise required hereunder, or (b) furnish Contractor with information or site access reasonably necessary for Contractor's work. Upon stopping work on the project, Contractor will give Customer written notice of Customer's breach and will give the Customer a ten (10) day period in which to cure the breach. If Customer fails to cure the breach within such ten (10) day period, Contractor may, without prejudicing any other remedies it may have, terminate the contract upon written notice to Customer and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor, including Contractor's profit and overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the contract. Thereafter, Contractor will be relieved from all other obligations under to this contract, including, but not limited to, all punch list and warranty work.

Article XVIII. 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.

Article XIX. Bonds

Customer has the right to request a performance and payment bond on the project which ensures the project will be completed according to this Contract and that liens on this job are discharged in return for payment in full by Customer.

Article XX. Federal Investment Tax Credit

Bland A/C & Heating, Inc., and its representatives, are not tax professionals and will not give tax advice. It is the sole responsibility of the customer to discover whether or not he or she is eligible to capture the full Federal Investment Tax Credit that may be available. It is encouraged that the customer speaks to a certified public accountant before making the decision to purchase a solar system in order to establish a full understanding of how the FITC works and how the homeowner might be able to take advantage of the incentive available to them.

Article XXI. Miscellaneous

Choice of Law:

This Agreement shall be governed by and enforced in accordance with the laws of the State of California.

Assignment:

Neither Party may assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon the Parties together with their successors and assigns.

Agreement Construction:

Customer and Contractor acknowledge that this Agreement, as executed is a product of negotiation between the parties and that it shall be construed fairly, and in accordance with its terms and shall not be construed for or against either party and without regard to who drafted this Agreement. No inferences as to the intention of the parties shall arise from the deletion of any language or provision of this Agreement. All provisions set forth in this Agreement are contractual and are not recitals.

Severability:

Wherever possible, each provision of this Agreement shall be interpreted in such manner to be valid under applicable law, and if any provision of this Agreement shall be held unenforceable with respect to a particular application, it shall nonetheless be enforceable with respect to all other applications, but if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been part of the Agreement.

Attorney's Fees:

If any legal action, arbitration, or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of the Agreement, except as expressly excluded in the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

Termination:

Either Party may terminate this Agreement at any time with thirty (30) days prior written notice. Except for additional interconnection costs, cancellation of the contract by the Customer after work has commenced is subject to the payment by Customer of costs actually incurred by Bland Solar including but not limited to geotechnical or other survey costs, project development costs, work completed to date cost, materials and equipment purchased to date, labor and overhead incurred to date.

Mediation and Arbitration:

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (including any question regarding its existence, enforcement, interpretation or validity), or the rights or obligations of the parties hereunder, that is not resolved by mutual agreement, the parties shall, prior to the institution of any litigation or arbitration and as a condition precedent thereto, participate in good faith in a voluntary and non-binding mediation before a mediator who will be selected by the mutual agreement of the parties, or (ii) if the parties are unable to mutually agree as to the selection of the arbitrator, the mediator shall be selected by the presiding judge of the Kern County Superior Court. Mediation shall proceed and continue until such time as the dispute between the parties is either resolved or the mediator or the parties determine that mediation should not continue. All fees or costs of the mediator shall be borne equally by the parties. All other costs or expenses of the mediation shall be borne and paid by the party who incurs same.

In the event that a dispute is not resolved by mediation as provided in subsection 20.1, the dispute shall then be submitted to final and binding arbitration pursuant to the California Arbitration Act (California Code of Civil Procedure [CCP] §§ 1280 -1294.2), or any successor statute then in effect. Any such arbitration shall be held and conducted in Kern, California, before one (1) neutral arbitrator who shall be selected by mutual agreement of the parties; provided, however, if agreement is not reached on the selection of an arbitrator within fifteen (15) days of a party's written demand for arbitration, then such arbitrator shall be appointed by the presiding judge of the Kern County Superior Court in accordance with CCP section 1281.6. The discovery provisions of CCP section 1283.05 shall apply in the arbitration proceeding. The arbitrator's decision shall be based on California law and shall include findings of fact and conclusions of law and the arbitrator shall not have the power to commit errors of law or legal reasoning. The arbitrator's decision may be vacated or corrected pursuant to CCP sections 1286.2 or 1286.6 for any such error. The arbitrator's decision may include equitable relief but may not include punitive or exemplary damages. The cost and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise. In addition, the prevailing party shall be awarded reasonable attorney fees, witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.

Article XXII. Solar Installation Disclosures

Bland A/C & Heating, Inc. staff and associated subcontractors shall use their best judgement in the application of industry best practices in order to complete your installation in the most efficient and least intrusive manner possible. Please review the following solar installation disclosures below.

NEC (National Electric Code):

All electrical scope of work shall meet the requirements of the NEC and/or any local AHJ municipal code requirements.

Utility Disconnect:

Some installations require the utility service to be temporarily disconnected including, but not limited to, main panel upgrades, main circuit breakers and line side taps. If a utility disconnect is required, this will be scheduled with the customer.

Authority Having Jurisdiction (AHJ):

If applicable, during the course of the solar installation process there can be delays with the Utility and/or AHJ (local building dept.). All such delays are out of the direct control of Bland A/C & Heating, Inc. Therefore, Bland A/C & Heating, Inc. is not liable and bound to installation timelines in the event processes are held up due to the Utility or AHJ.

Exterior Conduit:

During the course of the installation, Bland A/C & Heating, Inc. will at all reasonable costs and opinion of Bland A/C & Heating, Inc. try to maintain an interior conduit install through the attic. However, in the event that there is a vaulted ceiling, low pitch roof, and/or little to no crawl space, our installers may have to install the conduit on the exterior of the roof. There may also be the need to install condult on the exterior wall from the roof to the main service panel if access from attic to the main service is inaccessible.

Roof Tiles:

During the installation process, roof tiles occasionally break and will be replaced by Bland A/C & Heating, Inc. In the event that the tile manufacturer, model and color are no longer available, Bland Company will replace tiles with closest available manufacturer, model, and color.

Stucco and Paint:

Stucco patches are often required for the installation. Due to age of home, texture, and location, existing stucco and paint may be discolored. Bland A/C & Heating, Inc. will, within reasonable cost, match existing color.

Equipment Unavailability:

Customer understands that due to occasional unavailability of solar system components, materials including but not limited to, modules, inverters, and racking materials may be substituted for similar components. In some cases, a change order may be generated.

Soiling:

Soiling losses refer to loss in power resulting from snow, dirt, dust and other particles that cover the surface of the PV module. Customer is aware soiling can affect the solar systems kwh production, and customer understand they are responsible work cleaning modules in order to meet system performance.

Utility:

Customer understands that Bland A/C & Heating, Inc. cannot be responsible for any delays caused by the Utility. Customer understands that under scope of work, all necessary costs for electrical up to the main service panel are covered. Any additional cost required by the utility on the utility side of the meter are not covered under this contract. (i.e., conduit/conductors on the utility side of the meter and transformer upgrades, etc.)

Monitoring System:

If your solar installation includes access to an online monitoring portal, Bland A/C & Heating, Inc. is responsible for initially configuring the monitoring system and confirming that all applicable equipment is reporting to the monitoring software via internet/web or cellular communications. After the monitoring system properly reports data for 30 consecutive days following the installation of the monitoring unit, it will then and thereafter become and remain the responsibility of customer to maintain monitoring connectivity. Monitoring is subject to availability, due to internet service connections and/or cellular service areas. Customer understands they are required to provide internet connections for monitoring service unless cellular connections are applicable. Monitoring system will include the installation outdoor enclosure. These enclosures must be installed within 15 feet of the main service panel. Customer understands if installation of this enclosure is not possible, monitoring service will not be guaranteed. Customer understands if an internet connection is unavailable, and cellular convectively is unavailable, then monitoring service will be unavailable. Monitoring service is provided for 5-year period. At which point the customer will be contacted by the manufacturer to renew service. Monitoring service is access to an online portal for customers to view performance of their system.

Customer Initial: MA

Article XXIII. Payment Penalties

Late Payment Penalty. Any payments not made within the specified period of time outlined in this contract may incur an interest charge of 1.5% per month. Any amount that is not paid because of a bona fide dispute between the parties that is ultimately paid later will include interest charge at the time of payment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

Dan Mello
Dan Mello (Oct 3, 2022 09:54 PDT)

Bland A/C & Heating, Inc. Representative; CSLB 598565

Date of Acceptance: 10/03/2022

Mauri Armijo (Oct 4, 2022 17:23 PDT)

Customer Signature

Date of Acceptance: 10/04/2022

Customer Signature

Date of Acceptance: _____

Three Day Right to Cancel Form

You may cancel this transaction, without any penalty or obligation, within three business days from the contract acceptance 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, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to:

Bland A/C & Heating, Inc. at 4303 E. Brundage Lane, Bakersfield, CA 93307,

not later than midnight of _____.

(Date)

I hereby cancel this transaction. _____

(Date)

Customer: _____

Three Day Right to Cancel Form

You may cancel this transaction, without any penalty or obligation, within three business days from the contract acceptance 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, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to:

Bland A/C & Heating, Inc. at 4303 E. Brundage Lane, Bakersfield, CA 93307,

not later than midnight of _____.

(Date)

I hereby cancel this transaction. _____

(Date)

Customer: _____

Contract - Home Improvement 8.2022

Final Audit Report 2022-10-05

Created:	2022-10-03
By:	Ineke Bland-Sorci (ineke@blandsolar.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ9l3c1W8bC_RjvCCm-hwG8AkLelAT2zv

"Contract - Home Improvement 8.2022" History

Document created by Ineke Bland-Sorci (ineke@blandsolar.com)
2022-10-03 - 4:50:17 PM GMT- IP address: 107.144.251.232

Document emailed to danthesolarman@blandsolar.com for signature
2022-10-03 - 4:50:20 PM GMT

Email viewed by danthesolarman@blandsolar.com
2022-10-03 - 4:50:37 PM GMT- IP address: 104.47.56.254

Signer danthesolarman@blandsolar.com entered name at signing as Dan Mello
2022-10-03 - 4:54:05 PM GMT- IP address: 107.144.251.232

Document e-signed by Dan Mello (danthesolarman@blandsolar.com)
Signature Date: 2022-10-03 - 4:54:07 PM GMT - Time Source: server- IP address: 107.144.251.232

Document emailed to armijomjo@gmail.com for signature
2022-10-03 - 4:54:09 PM GMT

Email viewed by armijomjo@gmail.com
2022-10-04 - 0:38:00 AM GMT- IP address: 104.28.85.115

Email viewed by armijomjo@gmail.com
2022-10-05 - 0:20:59 AM GMT- IP address: 104.28.85.116

Signer armijomjo@gmail.com entered name at signing as Mauri Armijo
2022-10-05 - 0:23:17 AM GMT- IP address: 50.91.32.26

Document e-signed by Mauri Armijo (armijomjo@gmail.com)
Signature Date: 2022-10-05 - 0:23:18 AM GMT - Time Source: server- IP address: 50.91.32.26

Agreement completed.
2022-10-05 - 0:23:18 AM GMT



An Employee Owned Company

4303 E. Brundage Lane • Bakersfield, CA 93307
661.836.3880 • BlandSolar.com
CSLB 598565

Home Improvement Contract

Bland A/C & Heating, Inc. a California corporation

Customer & Information.

Name:	Ted Armijo
Name:	Mauri Armijo
Email:	armijomjo@gmail.com
Phone:	661-330-0688
Current Annual KWH Usage:	11,835

Installation Site Location & Notes.

Address:	12008 Ernestina Ct.
	Bakersfield, CA. 93306
Notes:	Customer aware of shading increases as Trees grow around property.

Sales Representative: Dan Mello

Referral: Tony & Melissa Donez

Article I.Contract Price

The total price for this contract is $ 55,300.00

(3% fee will be charged for credit card payments)

Article II. Down Payment

THE DOWN PAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. Down Payment: $.00.

Article III. **Schedule of Progress Payments**

Payment 1: $NA (Due on start date of installation.)

Payment 2: $55,300.00 (Due at final inspection.)

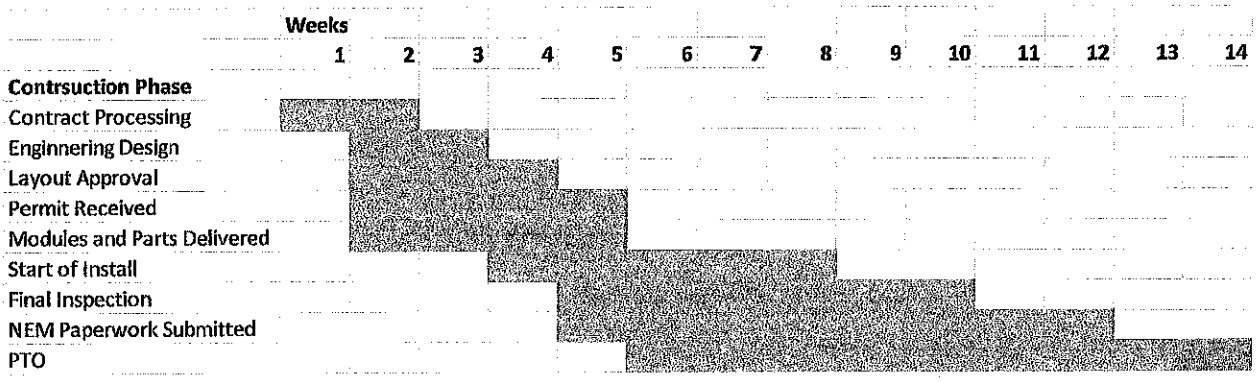
Payment 3: $NA ( )

Funding Type: Cash ☐ Finance ☑ (Check One)

Finance Company: Safe One

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, THE CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Article IV. **Approximate Construction Timeline**



Article V. **System Description**

Total System Size:	13.320 DC KW
Total Cost, Including Sales Tax:	$55,300.00
Estimated First Year Production, (without shade or soiling impact):	14,700 to 15,100 KWH
Modules: 36	SIL-370-HC
Modules Manufacturer Warranty:	25 years
Inverters: 36	IQ7PLUS-72-2-US
Inverter Manufacturer Warranty:	25 years
PV Array Orientation:	SE & NW
Monitoring System:	Enphase
Monitoring System Warranty	5 year cell modem

Battery	NA
Battery Manufacturer Warranty	NA
Miscellaneous:	Racking, BOS Materials, and Permits when applicable
Generator	NA
Generator Manufacturer Warranty	NA

Article VI. Exclusions

Except to the extent expressly included above in the System Description of the Project or in a Change Order, Contractor shall have no responsibility for the following: (1.) removal and/or disposal of any materials containing asbestos or any other hazardous material as defined by the federal or state Environmental Protection Agency or equivalent; (2.) moving Customer's property around the site; (3.) additional costs associated with moving the current electrical meter, and/or upgrades to the customers utility side of the meter; (4.) repairing any roofing damage resulting from a substandard roof or substandard installation thereof; (5.) structural framing work for any part of the roof or structure, including concealed substandard framing; (6.) correcting errors and omissions by any other contractor or subcontractor such as where the property was not built to code; (7.) removal and replacement of existing rot or insect infestation; (8.) cost of correcting, testing or remediating mold, fungus, mildew or organic pathogens except where the direct result of Contractor's construction defect; (9.) painting of other structural parts; (10.) any additional costs associated with any increase in the scope of Contractor's work required by plan checkers or field inspectors with city or county building/planning departments (the "Building Department") or resulting from changes in applicable law or additional requirements imposed by the Building Department after the Signing Date; (11.) any fees associated with an arborist or any state environmental, coastal or other commission; (12.) fences; (13.) upgrades to Site to meet Utility access requirements such as special locks or 24-hour access gates; (14.) any costs or approvals associated with a Homeowners Association ("HOA") or equivalent review, permitting or fees; provided however, that Contractor shall provide Customer with reasonable assistance, at Customer's request, in coordinating with Owner's HOA (or equivalent); (15.) professional engineering services (without limitation structural/electrical/soils/geotechnical engineering or surveying services) including site visits; (16.) responsibility for the structural integrity of the existing structure (for roof mounted systems) or evaluating the stability of the earth under or near the system (for ground mounted systems); provided, however that if professional engineering review is expressly included as Other Work defined in this contract, Contractor's liability is limited to the extent that damage is caused by a failure of the professional services to be conducted in accordance with prudent industry practices; (17.) responsibility for monitoring services associated with any monitoring equipment which are provided directly by the manufacturer, and are subject to the applicable manufacturer's monitoring and services terms and conditions; provided, however that Contractor shall provide reasonable assistance in contacting the manufacturer if requested by Customer.

Article VII. Concealed Conditions

The contract price is based solely on the observations the Contractor was able to reasonably make during the evaluation of your property in its condition at the time of the inspection. Customer represents that Customer knows of no concealed or other conditions at, on or beneath the property that may interfere with the installation and operation of the system provided by Contractor. If Contractor subsequently discovers any concealed or hidden

conditions or issues with the property that may delay or prevent completion of the system or otherwise materially affect the scope of Contractor's work once work has commenced, Contractor will stop work and define the condition or conditions and present additional costs to Customer in a proposed change order. If Customer does not approve the proposed change order, Customer may arrange to have the extra work done by another appropriate contractor at Customer's cost. If Customer refuses to have such extra work done, then Contractor may, without prejudicing its other remedies, terminate the Contract in writing and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor. Thereafter, Contractor will be relieved from all other duties under this Contract, including, but not limited to, all punch list and warranty work.

Article VIII. Warranty Conditions including Exceptions, Limitations and Exclusions

PHOTOVOLTAIC SOLAR INSTALLATION WARRANTIES. Contractor provides a limited warranty for a period of twenty five (25) years (the "Warranty Period") beginning on the date of Municipal Electrical Building Permit signoff on all Contractor-supplied materials and services used in the system and its installation against original defects in material or workmanship (the "Limited Warranty"); and solely for all roofing penetrations made and sealed by Contractor, or a subcontractor engaged by Contractor (the "Limited Roofing Warranty") (collectively, the "Limited Warranties"). 25-year limited warranty is only for the original purchaser of the photovoltaic solar system. This 25-year warranty is non-transferable. In the event, the original purchaser relocates, the warranty period will be ten (10) years. During the Warranty Period, Contractor will at its own expense repair or replace any defective component of the warranted goods or any defective workmanship. Where an item of significant materials listed in description of the project above is subject to a longer manufacturer's warranty, Contractor shall assign such manufacturer warranty to the Customer and the terms of the manufacturer's warranty for that specific equipment shall govern; provided, however, that Contractor agrees to provide reasonable assistance in contacting the manufacturer if requested by Customer.

NON PHOTOVOLTAIC WARRANTIES. Contractor provides a limited workmanship warranty for a period of twenty five (25) years (the "Warranty Period"), or as long as th original purchaser owns the home, whichever occurs first, otherwise, a limited workmanship warranty of ten (10) years will apply beginning on the date of Permit signoff on all Contractor-supplied materials and services used in the project and its installation against original defects in material or workmanship (the "Limited Warranty"); and solely for all roofing penetrations made and sealed by Contractor, or a subcontractor engaged by Contractor (the "Limited Roofing Warranty") (collectively, the "Limited Warranties"). During the Warranty Period, Contractor will at its own expense repair or replace any defective component of the warranted goods or any defective workmanship. Where an item of significant materials listed in description of the project above is subject to a longer manufacturer's warranty, Contractor shall assign such manufacturer warranty to the Customer and the terms of the manufacturer's warranty for that specific equipment shall govern; provided, however, that Contractor agrees to provide reasonable assistance in contacting the manufacturer if requested by Customer.

OBTAIN WARRANTY SERVICE. To obtain warranty service, Customer shall notify Contractor in writing of any defect, malfunction, or nonconformity of the warranted goods or services. Provided that the warranty is not expired, otherwise voided or subject to an exclusion listed herein, Contractor shall repair or replace the defective, malfunctioning, or nonconforming warranted goods or services within a reasonable amount of time after receipt of Customer's notice. Upon expiration of the Limited Warranties described in this article, Customer's sole remedy, if any, with respect to the warranted item(s) will be limited to recourse from the manufacturer under an applicable manufacturer's warranty. Contractor will provide reasonable assistance in contacting the manufacturer concerning warranty service; however, any Contractor service not paid for by the manufacturer will be billed to Customer at standard time and materials rates.

WARRANTY EXCEPTIONS AND EXCLUSIONS. Contractor's Limited Warranties above do not apply to work performed either (1) with materials not supplied by Contractor or its suppliers; (2) according to plans or specifications not provided or obtained by Contractor, including but not limited to Customer-provided plans; (3) "Other Work" defined in this contract and (4) or included via a Change Order unless a warranty is expressly included. In the event that Contractor agrees in writing to engage a subcontractor to perform portions of the work at Customer's request, in which case such subcontractor's work shall constitute "Other Work" for the purposes of this article. In connection with monitoring product equipment, the Limited Warranties shall apply to Contractor's workmanship only; any monitoring product equipment itself is governed solely by the terms of any applicable manufacturer warranty. Repair of the following items is specifically excluded from Contractor's warranty: any materials that were modified, altered, repaired, or attempted to be repaired by anyone other than Contractor without Contractor's prior written approval; any damages resulting from lack of Customer maintenance; damages resulting from Customer abuse or ordinary wear and tear; damages due to animals, weather or natural disasters; damages resulting from mold, fungus and other organic pathogens, unless caused by the sole and active negligence of Contractor as a direct result of a construction defect which caused water infiltration into a part of the structure; shrinking/cracking of grouts and caulking; and fading of paints and finishes exposed to sunlight. Customer acknowledges that installation of the system may void any roofing warranty of the roof manufacturer or roof installer. Contractor assumes no responsibility in relation to the roofing warranty, whether voided or not, after the installation of the system. Contractor advises Customer to check with its roofer or builder concerning the impacts that a system will have on any existing roofing warranty.

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

Article IX. Authorized Use of Photographs and Imagery

Customer agrees and gives permission to Contractor to take and use pictures of the system as installed for future marketing of Contractor's products and services. Contractor hereby agrees to limit the use of pictures of the Customer's premises or property for the purpose of marketing Contractor's or Contractor's suppliers' products or services.

Article X. Three-Day Right to Cancel

The law requires that the Contractor give you a notice explaining your right to cancel. (See Article Below)

Article XI. Notice of Three-Day Right to Cancel

You, the Customer, 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 Bland A/C & Heating, Inc. at place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, Bland A/C & Heating, Inc. must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Bland A/C & Heating, Inc. at your residence, in substantially as good condition as you received them, any goods delivered to you under this contract or sale or, if

you wish, comply with Bland A/C & Heating, Inc. instructions on how to return the goods at Bland A/C & Heating, Inc.'s expense and risk. If you do make the goods available to Bland A/C & Heating, Inc. and Bland A/C & Heating, Inc. does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Bland A/C & Heating, Inc., or if you agree to return the goods to Bland A/C & Heating, Inc. and fail to do so, then you remain liable for performance of all obligations under the contract.

Attached to this contract is a Three-Day Right to Cancel (Page 11). Customer hereby acknowledges receipt of this notice:

Date: 08/05/2022 Customer Initial: MJA

Article XII. Extra Work and Change Orders

The Customer may not require Bland A/C & Heating, Inc. to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against the Customer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) the scope of the work encompassed by the order, (2) the amount to be added or subtracted from the Contract, and (3) the effect the order will make in the progress payments and/or the completion date. Bland A/C & Heating, Inc.'s failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Article XIII. 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.

Article XIV. Commercial General Liability Insurance (CGL)

Commercial General Liability Insurance (CGL): Bland A/C & Heating, Inc. carries commercial general liability insurance.

Article XV. Workers' Compensation Insurance

Bland A/C & Heating, Inc. carries workers' compensation insurance for all employees.

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

BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the preliminary notices. You will not get preliminary notices from your prime contractor or other persons you contract with directly or from laborers who work on your project. The law assumes that you already know they are improving your property.

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

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

For other ways to prevent liens, visit CSLB's internet web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

Article XVII. Breach by Customer

Contractor is entitled to suspend all work on the project if Customer materially breaches this contract, including, but not limited to, failing to (a) make payments in accordance with the Schedule of Progress Payments or as otherwise required hereunder, or (b) furnish Contractor with information or site access reasonably necessary for Contractor's work. Upon stopping work on the project, Contractor will give Customer written notice of Customer's breach and will give the Customer a ten (10) day period in which to cure the breach. If Customer fails to cure the breach within such ten (10) day period, Contractor may, without prejudicing any other remedies it may have, terminate the contract upon written notice to Customer and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor, including Contractor's profit and overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the contract. Thereafter, Contractor will be relieved from all other obligations under to this contract, including, but not limited to, all punch list and warranty work.

Article XVIII. 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.

Article XIX. Bonds

Customer has the right to request a performance and payment bond on the project which ensures the project will be completed according to this Contract and that liens on this job are discharged in return for payment in full by Customer.

Article XX. Federal Investment Tax Credit

Bland A/C & Heating, Inc., and its representatives, are not tax professionals and will not give tax advice. It is the sole responsibility of the customer to discover whether or not he or she is eligible to capture the full Federal Investment Tax Credit that may be available. It is encouraged that the customer speaks to a certified public accountant before making the decision to purchase a solar system in order to establish a full understanding of how the FITC works and how the homeowner might be able to take advantage of the incentive available to them.

Article XXI. Miscellaneous

Choice of Law:

This Agreement shall be governed by and enforced in accordance with the laws of the State of California.

Assignment:

Neither Party may assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon the Parties together with their successors and assigns.

Agreement Construction:

Customer and Contractor acknowledge that this Agreement, as executed is a product of negotiation between the parties and that it shall be construed fairly, and in accordance with its terms and shall not be construed for or against either party and without regard to who drafted this Agreement. No inferences as to the intention of the parties shall arise from the deletion of any language or provision of this Agreement. All provisions set forth in this Agreement are contractual and are not recitals.

Severability:

Wherever possible, each provision of this Agreement shall be interpreted in such manner to be valid under applicable law, and if any provision of this Agreement shall be held unenforceable with respect to a particular application, it shall nonetheless be enforceable with respect to all other applications, but if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been part of the Agreement.

Attorney's Fees:

If any legal action, arbitration, or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of the Agreement, except as expressly excluded in the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

Termination:

Either Party may terminate this Agreement at any time with thirty (30) days prior written notice. Except for additional interconnection costs, cancellation of the contract by the Customer after work has commenced is subject to the payment by Customer of costs actually incurred by Bland Solar including but not limited to geotechnical or other survey costs, project development costs, work completed to date cost, materials and equipment purchased to date, labor and overhead incurred to date.

Mediation and Arbitration:

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (including any question regarding its existence, enforcement, interpretation or validity), or the rights or obligations of the parties hereunder, that is not resolved by mutual agreement, the parties shall, prior to the institution of any litigation or arbitration and as a condition precedent thereto, participate in good faith in a voluntary and non-binding mediation before a mediator who will be selected by the mutual agreement of the parties, or (ii) if the parties are unable to mutually agree as to the selection of the arbitrator, the mediator shall be selected by the presiding judge of the Kern County Superior Court. Mediation shall proceed and continue until such time as the dispute between the parties is either resolved or the mediator or the parties determine that mediation should not continue. All fees or costs of the mediator shall be borne equally by the parties. All other costs or expenses of the mediation shall be borne and paid by the party who incurs same.

In the event that a dispute is not resolved by mediation as provided in subsection 20.1, the dispute shall then be submitted to final and binding arbitration pursuant to the California Arbitration Act (California Code of Civil Procedure [CCP] §§ 1280 -1294.2), or any successor statute then in effect. Any such arbitration shall be held and conducted in Kern, California, before one (1) neutral arbitrator who shall be selected by mutual agreement of the parties; provided, however, if agreement is not reached on the selection of an arbitrator within fifteen (15) days of a party's written demand for arbitration, then such arbitrator shall be appointed by the presiding judge of the Kern County Superior Court in accordance with CCP section 1281.6. The discovery provisions of CCP section 1283.05 shall apply in the arbitration proceeding. The arbitrator's decision shall be based on California law and shall include findings of fact and conclusions of law and the arbitrator shall not have the power to commit errors of law or legal reasoning. The arbitrator's decision may be vacated or corrected pursuant to CCP sections 1286.2 or 1286.6 for any such error. The arbitrator's decision may include equitable relief but may not include punitive or exemplary damages. The cost and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise. In addition, the prevailing party shall be awarded reasonable attorney fees, witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.

Article XXII. Solar Installation Disclosures

Bland A/C & Heating, Inc. staff and associated subcontractors shall use their best judgement in the application of industry best practices in order to complete your installation in the most efficient and least intrusive manner possible. Please review the following solar installation disclosures below.

NEC (National Electric Code):

All electrical scope of work shall meet the requirements of the NEC and/or any local AHJ municipal code requirements.

Utility Disconnect:

Some installations require the utility service to be temporarily disconnected including, but not limited to, main panel upgrades, main circuit breakers and line side taps. If a utility disconnect is required, this will be scheduled with the customer.

Authority Having Jurisdiction (AHJ):

If applicable, during the course of the solar installation process there can be delays with the Utility and/or AHJ (local building dept.). All such delays are out of the direct control of Bland A/C & Heating, Inc. Therefore, Bland A/C & Heating, Inc. is not liable and bound to installation timelines in the event processes are held up due to the Utility or AHJ.

Exterior Conduit:

During the course of the installation, Bland A/C & Heating, Inc. will at all reasonable costs and opinion of Bland A/C & Heating, Inc. try to maintain an interior conduit install through the attic. However, in the event that there is a vaulted ceiling, low pitch roof, and/or little to no crawl space, our installers may have to install the conduit on the exterior of the roof. There may also be the need to install conduit on the exterior wall from the roof to the main service panel if access from attic to the main service is inaccessible.

Roof Tiles:

During the installation process, roof tiles occasionally break and will be replaced by Bland A/C & Heating, Inc. In the event that the tile manufacturer, model and color are no longer available, Bland Company will replace tiles with closest available manufacturer, model, and color.

Stucco and Paint:

Stucco patches are often required for the installation. Due to age of home, texture, and location, existing stucco and paint may be discolored. Bland A/C & Heating, Inc. will, within reasonable cost, match existing color.

Equipment Unavailability:

Customer understands that due to occasional unavailability of solar system components, materials including but not limited to, modules, inverters, and racking materials may be substituted for similar components. In some cases, a change order may be generated.

Soiling:

Soiling losses refer to loss in power resulting from snow, dirt, dust and other particles that cover the surface of the PV module. Customer is aware soiling can affect the solar systems kwh production, and customer understand they are responsible work cleaning modules in order to meet system performance.

Utility:

Customer understands that Bland A/C & Heating, Inc. cannot be responsible for any delays caused by the Utility. Customer understands that under scope of work, all necessary costs for electrical up to the main service panel are covered. Any additional cost required by the utility on the utility side of the meter are not covered under this contract. (i.e., conduit/conductors on the utility side of the meter and transformer upgrades, etc.)

Monitoring System:

If your solar installation includes access to an online monitoring portal, Bland A/C & Heating, Inc. is responsible for initially configuring the monitoring system and confirming that all applicable equipment is reporting to the monitoring software via internet/web or cellular communications. After the monitoring system properly reports data for 30 consecutive days following the installation of the monitoring unit, it will then and thereafter become and remain the responsibility of customer to maintain monitoring connectivity. Monitoring is subject to availability, due to internet service connections and/or cellular service areas. Customer understands they are required to provide internet connections for monitoring service unless cellular connections are applicable. Monitoring system will include the installation outdoor enclosure. These enclosures must be installed within 15 feet of the main service panel. Customer understands if installation of this enclosure is not possible, monitoring service will not be guaranteed. Customer understands if an internet connection is unavailable, and cellular convectively is unavailable, then monitoring service will be unavailable. Monitoring service is provided for 5-year period. At which point the customer will be contacted by the manufacturer to renew service. Monitoring service is access to an online portal for customers to view performance of their system.

Customer Initial: MJA MJA

Article XXIII. Payment Penalties

Late Payment Penalty. Any payments not made within the specified period of time outlined in this contract may incur an interest charge of 1.5% per month. Any amount that is not paid because of a bona fide dispute between the parties that is ultimately paid later will include interest charge at the time of payment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

Dan Mello
Dan Mello (Aug 5, 2022 06:01 PDT)

Bland A/C & Heating, Inc. Representative; CSLB 598565

Date of Acceptance: 08/05/2022

Mauri Armijo
Mauri Armijo (Aug 5, 2022 12:25 PDT)

Customer Signature

Date of Acceptance: 08/05/2022

Customer Signature

Date of Acceptance: _____

Three Day Right to Cancel Form

You may cancel this transaction, without any penalty or obligation, within three business days from the contract acceptance 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, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to:

Bland A/C & Heating, Inc. at 4303 E. Brundage Lane, Bakersfield, CA 93307,

not later than midnight of _____.

(Date)

I hereby cancel this transaction. _____

(Date)

Customer: _____

Pacific Gas and Electric Company®

Project Info

CUSTOMER AND FACILITY INFO

Project Number	125382468
Program	Simple Solar, Wind and/or Energy Storage
Sub Program	Standard NEM
Service Type	New Generating Facility (Existing Electric Service)
Is this application for new construction?	No
Electric Service Agreement Number	4062262526
Electric Badge Meter Number	1007469585
PG&E Project Name	T. Armijo
Facility Info	Customer
Account Holder Name	MAURI ARMIJO
First Name	MAURI
Last Name	ARMIJO
Company Name	
Legal Status	
State of Incorporation	
Facility Address	12008 ERNESTINA CT
Zip	93306
City	BAKERSFIELD
State	CA
Phone	6613300688
Extn	
Email	armijomjo@gmail.com
Confirm Email	armijomjo@gmail.com

ADDITIONAL FACILITY INFO

Disaster Impacted	
Account Considerations	None

Contact Info

CUSTOMER CONTACT

Customer Contact	Facility Street Address
Customer First Name	MAURI
Customer Last Name	ARMIJO
Customer Company Name	
Title	
Customer Mailing Address	12008 ERNESTINA CT
Customer Mailing Address Zip Code	93306
Customer Mailing Address City	BAKERSFIELD
Customer Mailing Address State	CA

Customer Phone Number	6613300688
Customer Phone Extension	
Customer E-mail	armijomjo@gmail.com
Legal Status	

CONTRACTOR

Self Installed?	No
CSLB Number	598565
CSLB Date	2023-01-24
CSLB Time	21:46:09
Contractor First Name	Amanda
Contractor Last Name	Simpson
Contractor Company	BLAND COMPANY
Contractor Address	4303 EAST BRUNDAGE LANE
Contractor Address City	BAKERSFIELD
Contractor Address State	CA
Contractor Address Zip	93307
Contractor Phone Number	6618363880
Contractor Phone Ext	
Contractor Email	a.simpson@blandcompany.com
Was a Home Improvement Salesperson (HIS) involved in the development of your project?	No

AUTHORIZED CONTACT

Authorized Contact	the Contractor
Authorized Contact First Name	Amanda
Authorized Contact Last Name	Simpson
Authorized Contact Company	BLAND COMPANY
Authorized Contact Address	4303 EAST BRUNDAGE LANE
Authorized Contact Zip	93307
Authorized Contact City	BAKERSFIELD
Authorized Contact State	CA
Authorized Contact Phone	6618363880
Authorized Contact Phone Extn	
Authorized Contact Email	a.simpson@blandcompany.com
Authorized Contact Confirm Email	a.simpson@blandcompany.com

System Size

PRELIMINARY CAPACITY CHECK

Perform preliminary capacity check	No

Equipment

EQUIPMENT DETAILS

Program	Standard NEM

Tech Type	Solar PV
Generator Type	Inverter-External
Fuel Type	Solar
Will this Generator be used as a Backup?	No
Please Select an Anti-Island Detection Method	Group 1 : Frequency Shift with continuous positive frequency feedback
Do you plan to limit export?	No
Not Listed	No
Manufacturer,	Enphase Energy Inc.
Model	IQ8PLUS-72-2-US [240V] [SI1-SB]
Quantity	36
Nameplate Rating (kW)	0.298
Nameplate Rating (kVA)	0.298
Nameplate Capacity (kW)	10.728
Effective Rating (kVA)	10.406160
Effective Rating (kW)	10.406160
Inverter Efficiency	0.97
Output Voltage Rating	240.0
Phase	Single Phase
Power Factor	1.00
Short Circuit Contribution exceeds 1.2 per unit	No
Total Gen (kW)	10.728
Tech Type	Solar PV
Generator Type	PV Panels
Fuel Type	Solar
Not Listed	No
Manufacturer	Boviet Solar Technology Co., Ltd.
Model	BVM6610M-370S-H-HC-BF
Quantity	36
Inverter Efficiency	0.97
PTC Rating (kW-DC)	0.3478
Nameplate Rating (kW)	0.337366
Nameplate Capacity (kW)	12.145176
CEC AC Rating	12.145176
Total Gen (kW)	12.5208
Project Total Export (kW)	10.728
GENERATING FACILITY NP (kVA)	0.298

VARIANCE

Interconnection Main Breaker	Customer Side (Recommended)
Does this project meet the Distribution Interconnect Handbook (DIH) and Greenbook Requirements?	Yes
	I certify that this Project meets the Gas Clearance Requirements

WARRANTY

Equipment Warranty Verification	A warranty of at least 10 years has been provided on all equipment and on its installation.

Usage and Production

Building Size (Sqft)	
Estimated Solar Annual Production	18217.764

Your Recent Annual Usage	13289.47
Planned Increase In Annual Usage (kWh)	5500.000

Electric Service Info

RATE

Solar Customer Sector	Residential
Customer Type	Residential
Existing Rate	ETOUB
New Rate	ETOUB
Electric Vehicle Recharging Facility	No

METER ACCESS ISSUES

Are there any meter access issues?	
Meter Access Contact Name	
Meter Access Contact Phone	

Agreement and Authorization

SIGNATURE OPTIONS

Electronically Sign

DOWNLOAD

Customer Sector

SOLAR STATISTICS DATA

Solar PV Mounting Method	Rooftop
Solar PV Tracking Type	Fixed
Solar PV Tracking Fixed Tilt	18
Solar PV Tracking Fixed Azimuth	180
Solar PMRS	Yes
Solar PMRS Data Receiving	Customer
Solar System Owner	PGE Customer Owned
Solar System Cost	41500
Solar PACE Financed	No
Payment Method	Paid by Cash
CA Rebate Program	No
California Solar Initiative Rebate	No
CSI Eligible	No

FACILITY NAMEPLATE

Facility Nameplate (kW)	10.728

SLD

SLD TYPE

SLD Type	Basic SLD

SLD TYPE

SLD Type	
	I certify that this project meets the requirements to use this Basic Single Line Diagram Document
Panel Voltage (Volts)	120/240
Main Breaker (Amps)	175
PV Breaker Size (Amps)	60
Total Derated kW	0.0

Documents

Manufacturer's Documentation for Anti-islanding Method	2023-01-25 09:26:44
Pre-Install Engineering Review	No
Building Permit Number	22-10875
Assessor Parcel Number	38726214
Final Building Permit and Inspection Certificate	2023-01-25 09:26:44
Building Permit Date Applied	2022-09-07
Building Permit Final Sign off Date	2023-01-10
AC Disconnect Variance Requested	No

UPLOAD SIGNED AGREEMENT

PG&E Agreement and Authorization Form (Signed)	2023-01-25 06:56:09
Agreement and Authorization	

CONSUMER PROTECTION DOCUMENTS

Solar Installation Contract	2023-01-25 09:26:44
Date of signing installation contracts	2022-08-16
CSLB Disclosure Document	2023-01-25 09:26:45
California Solar Consumer Protection Guide	2023-01-25 09:26:45
California Solar Consumer Protection Guide Signed Date	2022-08-16
Signing Method	Electronically Signed
Electronic Signature Audit Trail	2023-01-25 09:26:45

Review and Submit

Payment

Payment Amount 145

PAYMENT SECTION