



**Creating Solar Solutions for a Brighter Future**

License #952623  
 15370-A Fairfield Ranch Road, Chino Hills, CA 91709  
 1211 Center Court Dr., # 101, Covina, CA 91724  
 Phone: 909 606-8000 or 626 672-1668

Homeowner 1:	<u>Yu Zhou Zheng</u>
Homeowner 2:	_____
Street Address:	<u>16238 Cordovan Ct</u>
City:	<u>Chino Hills</u> , CA Zip <u>91709</u>
Phone:	<u>_____</u> Alt. Phone: _____
Email:	<u>_____</u>

**Energy Home Improvement Installation Contract**

**A. DESCRIPTION OF PROJECT:** We will design, install, service and maintain a solar photovoltaic system on your property, which includes all solar panels, inverters, meters and any other components named in the solar system. The solar system project as described above will be installed under all applicable laws and permits. We will design and install the system provided all roofing and base of roofing is sound and void of defects.  
 Materials:

	Manufacturer	Model	#	Notes
Solar Panels	Q Cells USA	400	20	Mono Silver Frame
Inverter	SolarEdge	7600	1	
Optimizers	SolarEdge		20	
Adder				Monitoring System& SALAL 12 Years 2.99%

**Total Investment:**                                **\$: 31,868.13** \_\_\_\_\_

**Down Payment:**                                    **\$: 0.00** \_\_\_\_\_

**Second Payment 50%:**                            **\$: 0.00** \_\_\_\_\_

**Total Due at Completion:**                      **\$: 0.00** \_\_\_\_\_

**B. OPERATION/MAINTENANCE:** We will maintain the solar system for material defects in workmanship as well as the manufacturer warranties for the term for workmanship: 25 yrs., Manufacturer warranties as given. All workmanship is guaranteed by ACA Solar.

- C. INSTALLATION OF SOLAR SYSTEM:** Will be installed by ACA Solar with employees under California workers compensation insurance. All work will be performed according to the design inspections set forth in the signed off design by ACA Solar with Homeowner. ACA SOLAR reserves the right to modify the panel or inverter manufacturer/model stated on the front page to a panel or inverter that has the same or greater nameplate capacity or as may be necessary to optimize system performance. ACA SOLAR will notify Homeowner of such modification prior to installation and Homeowner will have an opportunity to reject the modification by notifying ACA SOLAR in writing within seven (7) days of notice receipt. The ACA Solar will haul away debris produced by ACA Solar during construction. The job site will be cleaned, swept and secured at the end of each day. The ACA Solar will take every effort to provide a clean and safe work area for the purchaser(s). If not rejected, Homeowner will be deemed to have approved the modification. Any additional components to be installed will be attached as an addendum. Will be installed by ACA Solar with employees covered by California workers compensation insurance. ACA Solar will pay for all necessary permits and local government approvals for costs related to planning, zoning, plan check and any other local government requirement. ACA Solar will install using the existing Electrical service provided at no additional cost. ACA Solar anticipates no improvements to the Electric Panel box beyond the need of additional circuit breakers unless otherwise noted. Any other cost incurred for changing point of service, main switch, or electric meters, roof improvements or other extra work will be detailed on a CHANGE ORDER FORM, approved by Homeowner, and added to the contract. ACA Solar in designing the solar system, its size, output and other parameters are based on information supplied by Homeowner. ACA Solar has no control over and is not liable for, any changes in Homeowner consumption pattern or charges imposed by the Homeowner utility provider.
- D. Securing Payment for Services Rendered:** Financing the system will be accomplished through Ygrene Works PACE program. Upon completion of the project, Homeowner sign-off of Completion Certificate must be done as soon as possible to avoid any delays of the Utility's Permission to operate which would delay the system from producing electricity.
- E. Ownership:** ACA Solar owns the solar system until 100% is paid in full. At that point the entire system is transferred to the homeowner.
- F. Approximate Start Date:** The start date will be no more than sixty (60) days from signing of this contract. All effort will be made to start the installation as soon as possible. ACA Solar will notify the Homeowner of the approximate date and will firm up the date within 7 days of start day to give Homeowner the process schedule. If for any reason purchaser delays or refuses access to property that was not agreed to prior by ACA SOLAR, there is a \$1500.00 per day stop loss not to exceed the contract total.
- G. Limited Liability/Workmanship Guarantee:** ACA Solar insures the workmanship of the solar system installed for no less than 25 yrs. Homeowner will notify ACA Solar of any workmanship issues promptly. Any damage that occurs from workmanship is covered by ACA Solar.
- H. Property Maintenance:** The Homeowner will maintain property to insure no shading occurs on the solar system this includes; trimming of brush or trees. The costs incurred for this is the sole responsibility of the Homeowner.
- I. Rights and Remedies:** The duties, obligations, rights and remedies of Homeowner and ACA Solar in this Contract are cumulative and do not limit any duties, obligations, rights and remedies otherwise imposed or available by law, unless otherwise indicated. No Waiver: no action or failure to act by the Homeowner or ACA Solar shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in any breach, except as may be specifically agreed to in writing or specified in this Contract.  
Acts of God - Force Majeure. ACA Solar's performance of this Contract shall be excused during the term of any act of God, fire, casualty, flood, war, epidemic, labor unrest, inability to procure necessary equipment or materials, failure of public utilities or necessary government agencies or any other cause beyond ACA Solar's reasonable control. ACA Solar will proceed with the Work after the parties reach agreement concerning any resulting cost increases.
- J. Commercial General Liability and Workers' Compensation Insurance:** ACA Solar carries commercial general liability insurance and workers compensation insurance.

- K. Site Access and Rights of Way:** Homeowner will provide ACA Solar access to the property and work as needed. Homeowner will not directly or indirectly retain any other person or entity to provide services at the site of the work during the time that ACA Solar is performing its work.
- L. Existing Conditions:** Homeowner has made known to ACA Solar, prior to receiving its estimate, all information Homeowner is aware of regarding surface and subsurface conditions in the vicinity of the property and the Work. If any undisclosed or unforeseen conditions are encountered, a change order will be prepared for any resulting increase in the cost of the Work. Without limitation, such unforeseen conditions include dry rot, rocky soils for ground-mount Solar Systems, existing building code violations and structural modifications to Homeowners property required by applicable permitting authorities. Proper operation of the equipment purchased in this Contract may depend on Homeowner's existing equipment. ACA Solar is not responsible for any equipment that is not purchased under this Contract or for ordinary wear and tear or preexisting conditions of Homeowner property and roof structure.
- M. Marketing and Signage:** ACA Solar may photograph the Solar System and Homeowner's property for use in its promotional materials and advertising without restriction, all of which shall belong to ACA Solar. This contract serves as Homeowner's consent. ACA Solar may place at the project location during installation of the Solar System reasonable signage identifying ACA Solar as the contractor.
- N. Arbitration/Disputes:** Homeowner concerns can be resolved quickly and amicably. If an agreement needs assistance, You and ACA Solar agree to resolve any DISPUTE (as defined below) through binding arbitration or small claims court instead of courts of a general jurisdiction. BY CHECKING THE BOX BELOW, YOU ACKNOWLEDGE AND AGREE THAT (I) YOU HEREBY ARE WAIVING THE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. (1.) You and We agree to arbitrate all disputes, claims and controversies arising out of or relating to any aspect between You and Us. (2.) this agreement or any other agreement concerning the subject matter hereof or (3.) any breach and default or termination of this Agreement (4.) the Dispute – prior to binding arbitration, a party must first send a written, "Notice to Dispute" via certified mail to the other party. The Notice of Dispute must describe the nature and basis of the dispute and relief sought. If You and We are unable to resolve the dispute within 30 days of receiving the "Notice of Dispute", then either party may commence arbitrate The arbitration will be administered by JAMS pursuant to its streamlined arbitration rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration>, the ("JAMS RULES"). The arbitrator will be bound to the terms of this Agreement. Whomever begins arbitration will be subject to Arbitration fees be that You or Us. All other Attorney fees, travel expenses will be born by You and Us in accordance with James Rules and applicable Laws. The Arbitration will be conducted by a mutually agreeable location near your property. Judgment on an arbitration award may be entered in any court of a competent jurisdiction. By initially below You/We agree to forgo any proceedings in a dispute other than arbitration.
- O. 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 Web site at Call CSLB at 800-321-2752. Write CSLB at P.O., Box 26000, Sacramento, CA 95826.
- P. Governing Law:** This Contract shall be governed by the laws of California and any legal action in connection with the work location by county of the Homeowners in California.

**Q. MECHANICS LIEN:** ACA Solar is acting as your contractor for the home improvement services detailed in this contract. A Mechanics Lien will be submitted by suppliers for the materials delivered to your home within 20 days of the delivery of product for the services to be installed. ACA Solar will provide a copy of the Mechanic Lien Release by the materials release provider at the end of the project for the Homeowner's records.

**R. Miscellaneous Provisions:** Complete Agreement. This Contract (including Attachments) contains the entire integrated agreement between the parties, and supersedes all prior or contemporaneous written or oral communications. Written Changes Only: This Contract may not be changed orally, but only by a written document signed by the party against whom enforcement of such change is sought. No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Execution: This Contract may be executed in several counterparts, and by facsimile, e-mail or other forms of electronic signatures, each of which shall be an original, but all of which together shall constitute one and the same agreement. Limitation of Liability; Risk of Loss. In no event will ACA Solar, its subcontractors, or Affiliates be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise, and even if advised of the likelihood of such damages.

**S. Authorization to Proceed:** By Signing below you accept this contract as written and authorize ACA Solar to proceed with Installation.

**Accepted:**

DocuSigned by:  
*Yu Zhou Zheng*

95CA0E17800E456...  
**Homeowner 1 (Signature)**

Yu Zhou Zheng

**Homeowner 1 (Print)**

1/5/2020

**Date**

DocuSigned by:  
*Troy Cao*

9C845BFB4321440...  
**Sales Manager (Signature)**

Troy Cao

**Sales Manager (Print)**

**Homeowner 2 (Signature)**

**Homeowner 2 (Print)**

**Date**

**Notice of Three-Day Right to Cancel**

Date of Transaction: 01 / 05 / 2020

You, the buyer, have the right to cancel this contract within three 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 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.

To cancel this transaction, mail, e-mail or fax a signed and dated copy of the Notice of Cancellation, or any other written notice to not later than midnight of (Date) 01 / 08 / 2020

ACA Solar  
15370-A Fairfield Ranch Road  
Chino Hills, CA 91709  
Fax: 909-606-8001

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.

**My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.**

DocuSigned by:  
*Yu Zhou Zheng*

95CA0E17800E456...

\_\_\_\_\_  
**Homeowner 1 (Signature)**

\_\_\_\_\_  
**Homeowner 2 (Signature)**

Yu Zhou Zheng

\_\_\_\_\_  
**Homeowner 1 (Print)**

\_\_\_\_\_  
**Homeowner 2 (Print)**

1/5/2020

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Notice of Cancellation**

To exercise your right to cancel this contract, sign this page or any other written notice. Mail, e-mail or fax a signed and dated copy to:

ACA Solar  
15370-A Fairfield Ranch Road  
Chino Hills, CA 91709  
Fax: 909-606-8001

It must be received by our office not later than midnight of \_\_\_\_/\_\_\_\_/\_\_\_\_.

By signing here, I hereby cancel this transaction.

\_\_\_\_\_  
**Homeowner 1 (Signature)**

\_\_\_\_\_  
**Homeowner 2 (Signature)**

\_\_\_\_\_  
**Homeowner 1 (Print)**

\_\_\_\_\_  
**Homeowner 2 (Print)**

\_\_\_\_\_  
**Date/Time**

\_\_\_\_\_  
**Date/Time**

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\_\_\_\_\_  
**Homeowner 1 (Signature)**

\_\_\_\_\_  
**Homeowner 2 (Signature)**

\_\_\_\_\_  
**Homeowner 1 (Print)**

\_\_\_\_\_  
**Homeowner 2 (Print)**

\_\_\_\_\_  
**Date/Time**

\_\_\_\_\_  
**Date/Time**