CALIFORNIA ASSOCIATION OF REALTORS®

SOLAR ADVISORY AND QUESTIONNAIRE

(C.A.R. Form SOLAR, Revised 12/25)

ADVISORY

1. **SOLAR OWNERSHIP:** Solar power systems may be owned outright, owned with financing, owned with a lien or security interest on the real property, or leased. Many property owners who believe they own their solar power system may not have free and clear ownership of that system. Ownership could be subject to a deed of trust issued to secure a note financing the system or subject to a UCC-1 financing statement filed with the California Secretary of State. The solar power system financing may also be secured by an assessment against the real property that is collected through additional property tax payments for the period of financing (e.g., HERO or PACE). Because this type of financing appears on property tax statements, sellers may be unaware that the financing is secured by a lien on the property. Some owners obtain private lending to purchase a solar power system that is not secured by the real property or by the panels or other equipment attached to it. If the seller intends for these private loans to be paid off as part of a sale, terms may need to be added to the agreement to address this situation.

2. **SOLAR EQUIPMENT, LIENS, POWER PURCHASE AGREEMENTS, AND SOLAR LEASES:** If a solar power system is owned by the seller, the seller may have the right to remove the system or its components and install them on another property. If the system has been financed and the financing is secured by a lien on the property or the component parts, the seller should consult with the company about both the effect of removal of the system or its components on the lien and the consequence of any damage caused by the removal.

   If the solar power system is leased, the seller may be obligated to make fixed or scheduled monthly payments, or be required to purchase all, or a portion, of the solar power generated at an agreed contractual rate from the solar company who may be granted the right to sell any excess energy to the electrical provider company (e.g., PG&E) in accordance with the system's governing regulatory scheme. Payments under such an arrangement can vary depending on the amount of energy created and used.

   If the solar power system is leased, a buyer may be permitted to assume the terms of a solar lease but only with the approval of the solar company. Another lease clause may allow the purchase of the solar equipment prior to the end of the lease term or may allow the termination of the lease at cost with no retained ownership of the solar equipment (a "Buyout"). The lease may also contain a clause enabling the purchase of the equipment or the termination of the lease without any pre-agreed cost; in those cases, the cost will be an appraised value determined by the solar company.

   Even a leased solar power system may have security interests attached, such as a UCC-1 or fixture filing document recorded in the county where the property is located. In some cases, the lender or lien holder may agree to allow the solar lien to subordinate to, or become secondary to, a new purchase loan. However, in many cases, the holder of the security interest will not release the priority of its security interest which means that the solar loan must either be paid off when the property is sold or that any buyer must purchase without obtaining any new financing.

3. **ADVERTISING MATERIAL:** All parties are advised that information posted in the Multiple Listing Service ("MLS") or other advertisements that are used to list and market a property for sale do not create contractual agreements. Thus, it is imperative that buyers of property with a solar power system ("Solar Property") receive and carefully review copies of all documents, including any solar agreement, underlying security agreements for owned equipment, or any other material or documentation that the seller possesses prior to the buyer making any final decision regarding the solar power system. Buyers should not simply rely on the information in the MLS or any other advertising material.

4. **PURCHASE CONTRACT AND TRANSFER ISSUES:** The C.A.R. Purchase Agreements include a contingency for the review of leased or liened items and systems which gives the buyer a right to review any agreements or documents related to any solar power system and to properly evaluate all of the present and future terms and conditions, including the costs of accepting the existing solar power system. The default language provides that the system is being transferred, and the buyer has a contingency to determine whether the buyer is willing or able to assume any lease, lien, or other agreement. If the solar power system is not intended to be transferred with the property, the parties may need to modify the contract.

   If a leased or liened system is to be assumed by the buyer, the solar company may take steps to ensure its priority interest against the property and/or the buyer's lender may require a solar endorsement from the title company. If this occurs, escrow could be delayed. Buyers and sellers should be aware that because any buyout or assumption of a solar power system could impact closing escrow, they should consider including a provision in the purchase agreement to allow for the possible extension of the closing date to facilitate dealing with any problems that may arise because of the solar power system.

   Buyers and sellers need to investigate and understand the obligations involved with transferring the solar power system. This may require signing paperwork regarding the assumption or transfer of the lease or relating to the lien. Additionally, there may be financial obligations required either to facilitate and close escrow, or that will remain ongoing for the buyer after close of escrow. The seller may have prepaid the lease for a certain period of time, and the buyer will need to understand the obligations that remain under the terms of that lease or the ramifications at the end of the lease. There may be maintenance, power purchase, or other agreements, which could apply even when the seller owns the solar power system outright. When there are financial obligations, it is important to understand the timing of those obligations, and whether they will need to be satisfied prior to close of escrow, at close of escrow, or after close of escrow.

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Parkway Real Estate Co., 168 E. 3rd Avenue Chico CA 95926 Phone: 5305206303 Fax: 5303457888
Jennifer Hughes
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Property Address: 25 Horizon Point Court, Chico, CA 95928 **Date:** _____

5. **SOLAR EVALUATION, RECOMMENDATIONS, AND LEGAL ADVICE:** Real estate brokers and their agents are not qualified to evaluate the terms, conditions, and any security interests in a solar power system. They are also not qualified to determine the quality of solar equipment or the impact of any regulatory scheme on the ownership or use of solar equipment. Buyers and sellers of Solar Property should consider retaining the services of a solar photovoltaic system inspector if one is available in the area where the property is located.

Brokers recommend that sellers and buyers of Solar Property exercise diligence in obtaining copies of any contracts, agreements, or other documents related to any possible solar power system security interests as soon as practicable so they can evaluate what needs to be done to facilitate a sale of the property. Sellers of Solar Property, prior to entering into a purchase agreement, should determine if a buyout or loan assumption is available and at what cost or terms so as to make full and complete disclosure to potential buyer and to avoid delays in closing escrow.

Whether or not a solar photovoltaic system inspector is used, buyers and sellers should consult with a qualified California real estate attorney prior to entering into any agreement to purchase or sell Solar Property. That attorney should evaluate the existing solar documentation and properly craft language to be included in the purchase agreement that will best protect the interests of their clients. Real estate brokers and their agents are allowed to prepare standard real estate transaction documents, but they are not qualified to create specialized contract language that may be needed to address the specific issues involved in any specific Solar Property.

QUESTIONNAIRE INSTRUCTIONS

1. **DISCLOSURE LIMITATION:** The following are representations made by Seller and are not the representations of the Agent(s), if any. These disclosures are not a warranty of any kind by Seller or any agent(s) and are not a substitute for any inspection, investigations, or warranties. Unless otherwise specified in writing, Broker and real estate licensee or other person working with or through Broker has not verified information provided by Seller. If Seller or Buyer wants legal advice, they should consult a qualified California real estate attorney.
2. **Note to Seller, PURPOSE:** This questionnaire informs Buyer about known material or significant items affecting the solar power system and helps eliminate misunderstandings about the solar power system.
   - **If the property has multiple solar power systems, use a separate Solar Questionnaire for each system. For example, if the property has two solar systems, Seller should complete two separate SOLAR forms - one for each system.**
   - Answer based on your actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
3. **Note to Buyer, PURPOSE:** To give you more information about known material facts or significant items affecting the solar power system; and to help to eliminate misunderstandings about the condition of the solar power system.
   - Something that may be material or significant to you may not be perceived the same way by Seller.
   - If something is important to you, put your concerns and questions into writing and send the written information to Seller.
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
   - A "No" answer by Seller means Seller is not aware of the issue; it does not mean that the issue does not exist.
4. **SELLER AWARENESS:** For each statement starting with **paragraph 1** in the Solar Property Questionnaire section, below, answer the question "ARE YOU (SELLER) AWARE OF..." by checking either "Yes" or "No." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented, unless otherwise specified.** Explain any "Yes" answers in the space provided.

SOLAR PROPERTY QUESTIONNAIRE

1. **OWNERSHIP TYPE AND INFORMATION:** **ARE YOU (SELLER) AWARE OF...**
   - **A.** Are you aware of whether the property has multiple solar power systems? **(If Yes, use a separate Solar Questionnaire to answer the questions in paragraphs 1-5 for each system.)** ☐ Yes ☐ No
   - **B.** The solar power system is: ☒ Owned; ☐ Leased; ☐ Other _____ **(If solar power system is owned, provide answers to paragraph 4 below. If solar power system is leased, provide answers to paragraph 5 below.)**
   - **C.** Approximate age of the solar power system? 6 Years or ☐ Unknown
   - **D.** Name of the installation company? AES or ☐ Unknown
2. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
   Any information, leases, warranties, maintenance or other agreements, reports, inspections, receipts or other documents (regardless of the date prepared) pertaining to the solar power system? ☒ Yes ☐ No
   Note: If Yes, provide any such documents in your possession to Buyer.
   Explanation: _____
3. **GENERAL QUESTIONS BASED ON SELLER'S KNOWLEDGE:** **ARE YOU (SELLER) AWARE OF...**
   - **A.** Whether the solar power system provides power for only a portion of the property? ☒ Yes ☐ No
   - **B.** Whether the house/system is connected to a utility service? ☒ Yes ☐ No
     - (1) If Yes to **3B**, what was the date of installation and connection to service? 2019
     - (2) If Yes to **3B**, does the connection have net energy metering? ☒ Yes ☐ No
       - (A) If Yes to **3B(2)**, what tier or rate is related to the net energy metering? _____
       - (B) If Yes to **3B(2)**, is there an annual true-up bill from the power company? ☒ Yes ☐ No
         If Yes to **3B(2)(B)**, what is the approximate bill amount? $ 350 pp Approx)
   - **C.** Whether there is a battery bank or power wall that enables the system to run independent of a utility service (off-grid)? ☐ Yes ☒ No

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EQUAL HOUSING OPPORTUNITY

GUDGEL 25

D. Whether any portion of the system is installed anywhere other than the roof?..... ☒ Yes ☐ No
(1) If Yes to **3D**, where is the system located? BACK OF HOUSE
(2) If No to **3D**, how is the system attached to the roof (on top of the roofing material, to the structure, was any roofing material removed or replaced to install the system)? _____

E. Whether there is any transfer fee or any other fee for change of ownership, regardless of whether the solar power system is owned, leased, or subject to a power purchase agreement?..... ☐ Yes ☒ No
F. Whether there is a maintenance agreement for the solar power system?..... ☐ Yes ☒ No
G. Whether there is a warranty that covers the solar power system?..... ☒ Yes ☐ No
If Yes to **3G**, is the warranty transferable?..... NOT SURE ☐ Yes ☐ No
H. Material facts or information (provide details and specifics about the system including, but not limited to, the number of panels, kilowatt size, type of inverter) related to the solar power system?..... ☒ Yes ☐ No
I. Other Obligations, Agreements, or Fees?..... ☐ Yes ☒ No
Explanation: _____

4. ☒ **SOLAR POWER SYSTEM IS OWNED AND CONVEYING WITH THE PROPERTY:** **ARE YOU (SELLER) AWARE OF...**
A. Whether the system still has a balance due on any financing?..... ☐ Yes ☒ No
(1) If Yes to **4A**, what is the balance?..... $ _____
(2) If Yes to **4A**, what is the monthly payment due on the financing?..... $ _____
(3) If Yes to **4A**, is it secured by an interest on title?..... ☐ Yes ☐ No
(4) If Yes to **4A**, is the loan transferable to or assumable by Buyer?..... ☐ Yes ☐ No
NOTE: if financing for the solar power system is not secured on title, the agreement may have to be amended for Buyer to be responsible for the balance.
B. Whether there is any other type of lien or encumbrance on title, on a property tax bill or otherwise?..... ☐ Yes ☐ No
C. Whether there is a power purchase agreement (if Yes, complete **paragraph 5** below)?..... ☐ Yes ☐ No
Explanation: _____

5. ☐ **SOLAR POWER SYSTEM IS SUBJECT TO:** ☐ **A LEASE;** ☐ **A POWER PURCHASE AGREEMENT ("PPA") (Check all that apply. If both, provide answers/explanations for both categories.)** **ARE YOU (SELLER) AWARE OF...**
A. The name of the company with the lease or power purchase agreement? ..... ☐ Yes ☐ No
If Yes to **5A**, what is the name(s)?
Lease: _____ PPA: _____
B. The year that the agreement(s) expires? ..... ☐ Yes ☐ No
If Yes to **5B**, what is the expiration year(s)? _____ (if PPA, _____)
C. The current monthly solar payments? ..... ☐ Yes ☐ No
If Yes to **5C**, what is the amount? $ _____ (if PPA, $ _____)
D. Whether the payment amounts vary from the amount provided in **5C** (If Yes, explain how the payments are structured in the future)?..... ☐ Yes ☐ No
Lease: _____ PPA: _____
E. Whether the lease or PPA is transferrable to or assumable by Buyer?
(1) Lease ..... ☐ Yes ☐ No ☐ N/A
(2) PPA ..... ☐ Yes ☐ No ☐ N/A
F. Whether the solar power system will be owned at the end of the agreement? ..... ☐ Yes ☐ No
(1) If No to **5F**, can the equipment be purchased?..... ☐ Yes ☐ No
(2) If Yes to **5F(1)**, what is the estimated amount that would be due? $ _____
Explanation: _____

Seller acknowledges that Seller has read, understands and has received a copy of this Solar Advisory and Questionnaire, and Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller.

Seller Richard S. Gudgel **Richard S. Gudgel** Date 6-9-26
Seller **Sandra E. Gudgel** Date 6-9-2026

Buyer acknowledges that Buyer has read, understands and has received a copy of this Solar Advisory and Questionnaire.

Buyer _____ Date _____
Buyer _____ Date _____

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Alternative Energy Systems Inc.

Gudgel, Rick

Date: 9-19-2019
Project No: 6,170
C/O No: 6027

Re: Load relocate

Adding a Load Relocation in order to accommodate number of panels.

Customer Amount Due: $1,318.00

All other necessary design, supervision and installation requirements remain as specified.
No other changes to your PV Contract are required or authorized.
Once approved by Alternative Energy Systems, this document will become a supplement to your PV Contract and all provisions will apply hereto.

Accepted By:

Rick Gudgel (Sep 20, 2019)

Rick Gudgel
Date: Sep 20, 2019

Alternative Energy Systems
Date:

9/20/2019

SunPower Corporation, System
Contract #: 1979203

Amendment to Solar Energy System Home Improvement Contract

This Amendment to the Solar Energy System Home Improvement Contract (this "Amendment") is entered into by and between Customer(s) (as described below) and SunPower Corporation, Systems ("Contractor").

THIS DOCUMENT SUPPLEMENTS THE TERMS AND CONDITIONS OF YOUR SOLAR ENERGY SYSTEM HOME IMPROVEMENT CONTRACT ENTERED INTO WITH CONTRACTOR (AS MAY BE AMENDED, THE "CONTRACT") WITH RESPECT TO A SOLAR PHOTOVOLTAIC SYSTEM THAT WILL BE INSTALLED AT YOUR HOME. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE CONTRACT.

Customer(s) - Name(s) and System Premises:	**Contractor - Name and Address:**
Name(s): Richard Gudgel **Address:** 25 HORIZON POINT COURT, Chico, CA 95928 RNSGUDGEL@ATT.NET (530) 624-7998	**SunPower Corporation, Systems** C/O SunPower Corporation 2900 Esperanza Crossing, 3rd Floor Austin, TX 78758 Tel: 1-800- SUNPOWER (1-800-786-7693)
Date of Contract: September 30 2019	

ARTICLE 1: AMENDMENTS TO CONTRACT

A. Contractor and Customer(s) hereby agree to amend the Contract by deleting in their entirety the following:

Important Information about your SunPower Solar Energy System Home Improvement Contract

Date of Agreement	September 30 2019
Estimated Rebate (if applicable)	Retained by Customer
Co-Payment Paid by Customer to Contractor at Energy Start Date	$0.00
Total Contract Price	$63,485.87
Year 1 Production Estimate	31,026.40 kWh

☑Check this box if you are pursuing financing from a financing entity approved by Contractor and listed on Schedule I (attached hereto) for the purchase and installation of the System (as defined below) under this Agreement. By checking this box, and upon notification to Contractor that such financing has been successfully obtained prior to the completion of the engineering site audit of your Premises, Contractor shall disregard the schedule of progress payments below and shall accept payment in full in the amount of the Total Contract Price from the Customer and the financing entity on behalf of the Customer upon the Energy Start Date.

Work to be Completed:	**Amount Due:**	**When Due:**
Design, Engineering, and Delivery of Materials (collectively, the "Installation Commencement Activities")	$0.00	**Due and payable upon the date the Installation Commencement Activities are completed.**
Completion of Installation of the System and all work required under this Agreement.	$0.00	**Due and Payable upon the Energy Start Date.**

Description of the project and significant materials to be used and equipment to be installed:

Description: Installation of new photovoltaic: 18.31kW (solar energy) system
Quantity and model of panel to be installed: 56 x 327W (Model SPR-E20-327-E-AC) Solar Panels
Quantity and model of inverter(s) to be installed: ENPHASE IQ7XS MICROINVERTER
Mounting/Racking to be installed: InvisiMount
Monitoring to be installed: PVS6 Monitoring Kit

NOTE:
Loan Number (if applicable): 1979203

ARTICLE 2: MISCELLANEOUS

A. Except as expressly modified by this Amendment, all the terms, conditions, agreements and understandings contained in the Contrac shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the Contractor an Customer(s). This Amendment is incorporated into the Contract and, together with the Contract and its exhibits, constitutes a singl contract.

B. This Amendment is governed by the law of the state where your Home is located, and, to the extent applicable, federal law.

Customer(s) signature(s): You (Customer) represent that you have read this Amendment in its entirety and received a complete copy of this Amendment, with all information completely filled, before signing below.

Customer: X Rick Gudgel (Oct 3, 2019)

Name: Richard Gudgel

Date: Oct 3, 2019

Contractor Accepts: Contractor accepts this Amendment.

SunPower Corporation, Systems on behalf of itself and its successors and assigns

By: Mabel De Roxas
Mabel De Roxas (Oct 4, 2019)

Name:

Date: Oct 4, 2019

Instructions: Give the original and copy of the completed Amendment to the Customer(s) to read and sign. Customer(s) sign the original Amendment and return(s) it to Contractor at:

SunPower Corporation, Systems
2900 Esperanza Crossing, 3rd Floor
Austin, TX 78758

Customer(s) keep(s) the copy of the Amendment. A copy of the original Amendment signed by Customer(s) will be countersigned by Contractor and returned to Customer(s).

Richard Gudgel-Economic Amendment-2018493-2019-09-30.pdf

Final Audit Report 2019-10-05

Created:	2019-09-30
By:	SunPower Esign (SunPowerEsign@sunpowercorp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAITKpQU5N-dr8RX4V8DQ6rqMgiHx9k5eU

"Richard Gudgel-Economic Amendment-2018493-2019-09-30.pdf" History

Document created by SunPower Esign (SunPowerEsign@sunpowercorp.com)
2019-09-30 - 6:55:05 PM GMT- IP address: 13.110.14.8

Document emailed to Rick Gudgel (rnsgudgel@att.net) for signature
2019-09-30 - 6:55:08 PM GMT

Email viewed by Rick Gudgel (rnsgudgel@att.net)
2019-10-01 - 0:05:27 AM GMT- IP address: 99.203.46.129

Email viewed by Rick Gudgel (rnsgudgel@att.net)
2019-10-04 - 1:24:54 AM GMT- IP address: 73.66.127.239

Document e-signed by Rick Gudgel (rnsgudgel@att.net)
Signature Date: 2019-10-04 - 1:26:07 AM GMT - Time Source: server- IP address: 73.66.127.239

Document emailed to Mabel De Roxas (counter_signature@sunpowercorp.com) for signature
2019-10-04 - 1:26:09 AM GMT

Email viewed by Mabel De Roxas (counter_signature@sunpowercorp.com)
2019-10-05 - 5:40:05 AM GMT- IP address: 58.71.9.138

Document e-signed by Mabel De Roxas (counter_signature@sunpowercorp.com)
Signature Date: 2019-10-05 - 5:40:34 AM GMT - Time Source: server- IP address: 58.71.9.138

Signed document emailed to Rick Gudgel (rnsgudgel@att.net), Mabel De Roxas (counter_signature@sunpowercorp.com), SunPower Esign (SunPowerEsign@sunpowercorp.com), and kcameron@savingenergyforlife.com
2019-10-05 - 5:40:34 AM GMT

From: Danyale Orear
danyale@savingenergyforlife.com
Subject: Gudgel - system information for tax purposes
Date: Feb 24, 2020 at 11:42:46 AM
To: RNSGUDGEL@att.net
Cc: Kurt Cameron
kcameron@savingenergyforlife.com

Good morning Rick,
Please see the attached agreement, building permit final & PTO document.
Please let me know if you have any questions.
Thank you

Danyale O'Rear| Accounts Receivable
13620 California 99, Chico, CA 95973 | office 530.345.6980 |
danyale@savingenergyforlife.com

Alternative Energy Systems Inc.

Alternative Energy Systems Inc.

Gudgel, Rick

Date: 9-19-2019
Project No: 6,170
C/O No: 6027

Re: Load relocate

Adding a Load Relocation in order to accommodate number of panels.

Customer Amount Due: $1,318.00

All other necessary design, supervision and installation requirements remain as specified.
No other changes to your PV Contract are required or authorized.

Once approved by Alternative Energy Systems, this document will become a supplement to your PV Contract and all provisions will apply hereto.

Accepted By:

Rick Gudgel (Sep 20, 2019)

Rick Gudgel
Date: Sep 20, 2019

Alternative Energy Systems
Date:

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184 KB

PERMIT NO: E19-00468 ON-LINE PERMIT

CITY OF CHICO 411 Main Street 2nd Floor P.O. Box 3420 Chico, CA 95927 CA 95927	PERMIT TYPE ELECTRICAL RESIDENTIAL	APPLIED DATE 10/21/2019	Seal
INSPECTION REQUEST LINE (408) 555-1216 OR SCHEDULE EXISTING INSPECTION ON-LINE www.crw.com	PERMIT SUB-TYPE ROOF TOP PHOTOVOLTAIC SYSTEM 707	APPROVED DATE 10/22/2019	
	JOB VALUE 62169	ISSUED DATE	
	APN 018-120-021-000		
	DESCRIPTION Installation of 16.53kW PV Solar System on existing roof		

PERMIT INFORMATION

SITE	25 HORIZON POINT CT CHICO, CA 95928
APPLICANT	ALTERNATIVE ENERGY SYSTEMS INC 13620 HWY 99 CHICO CA 95973
OWNER	GUDGEL RICHARD & SANDRA FAMILY TRUST 25 HORIZON POINT CT CHICO CA 95928
CONTRACTOR	ALTERNATIVE ENERGY SYSTEMS INC 13620 HWY 99 CHICO CA 95973

FEE SUMMARY

CALIFORNIA STATE AND ADMIN FEES	$11.00
RESIDENTIAL ELECTRICAL FEES	$239.00
CREDIT CARD FEE	$6.88
RESIDENTIAL ELECTRICAL FEES	$413.00
CREDIT CARD FEE	$11.36
Total Fees Charged:	$681.24

NOTE: This job copy of the permit shall be kept on the job site to make the required entries thereon. The permit will expire if work is not started in 180 days, is abandoned, or does not receive an inspection for more than 180 days. Additional fees will be collected to renew expired permits. This is a Building Permit when properly filled out, signed and validated, and is not transferable. Construction Hour: Construction is limited to the hours of 7:00am to 7:00pm each day. No work shall be performed on certain holidays. MMC V 2.13.3(b).

LICENSED CONTRACTORS DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License No. Expiration Date Contractor

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the contractors license Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by an applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).)

_____ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

_____ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.)

I am exempt under Sec. _____ B.P.C. for this reason _____

DATE _____ OWNER _____

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

_____ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the permit is issued.

_____ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier Policy No. _____

This section need not be completed if the permit is for one hundred dollars ($100) or less.

_____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of

INSPECTION SUMMARY

_____ FINAL BUILDING**

Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

DATE _____ APPLICANT _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).

DATE _____ APPLICANT _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

SIGNATURE OF APPLICANT OR AGENT _____ DATE _____

Permit Finaled Date: 11/2015 **Inspector Name:** Reilly **Signature:**

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209 KB