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SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: $123.29 per month, escalating at 0.0 % per year; $0 due at installation

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800—321—CSLB (2752), by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Five—Day Right Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five Day Right to Cancel

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e—mailing, mailing, faxing, or delivering a written to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

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Vivint Solar BrightBox™ Home Improvement Agreement

Joan Lemper

18461 SANTA ANITA ST

TEHACHAPI CA 93561-5247

Date of Customer Signature: March 23, 2021 | 7:46 PM MDT

Approx. Installation Start and Completion Date: 9/19/2021

Take Control of Your Electric Bill

$0
Deposit due Today

25 Years
Agreement Term Length (0.0 % annual increase in monthly bill)

$ 123.29
Monthly Bill for Year One (plus taxes, if applicable; includes $7.50 discount for Auto-Pay enrollment)

$ .190
Cost per estimated available solar kWh, Year 1

WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE

We provide hassle-free design, permitting, and installation.

We monitor the system to ensure it runs properly.

Vivint Solar will replace the battery free of charge during the agreement term.

Selling your home? We guarantee the buyer will qualify to assume your agreement.

A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 4.225 kW DC Solar System With 13 Solar Panels

Which will produce an est. 5575.922 kWh in its first year

And offset approx. 106 % of your current, estimated electricity usage

YOUR SALES REPRESENTATIVE:

Kyle Krause

kyle.krause@vivintsolar.com

The Notice of Cancellation may be sent to 1800 W Ashton Blvd, Lehi, UT 84043 | help@vivintsolar.com | 877.404.4129 | Fax: 801.765.5758

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Vivint Solar Developer, Inc.

Vivint Solar BrightBox™ Home Improvement Agreement

This Power Power Purchase Agreement (the "Agreement") is entered into by and between Joan Lemper ("Customer" or "homeowner" or "you") and Vivint Solar Developer, Inc., a Delaware corporation, together with its successors and Assignees ("Vivint Solar" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the sale and purchase of all electric energy generated by a solar photovoltaic system with one or more batteries (the "Solar System") to be installed on or at your home located at:

18461 SANTA ANITA ST TEHACHAPI CA 93561-5247 (the "Home").

Vivint Solar is pleased to provide you with solar electric power for a 25 year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Vivint Solar before any Work begins. This Agreement is effective as of March 23, 2021 | 7:46 PM MDT (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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lists Exhibits (including certain notices) incorporated into your Agreement.

B. Payment Terms, Rebates, & Credits..... Page 2
includes your payment terms, your payment schedule, any rebates and credits that you or Vivint Solar may receive, and our late payment policy.

C. Our Warranties..... Page 4
explains our equipment, workmanship, roof penetration, and damages warranties.

D. Performance Guarantee ..... Page 5
explains estimated performance of the Solar System.

E. Design and Installation..... Page 7
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G. Additional Information..... Page 9
includes important information about the term of your Agreement, actions not included in design and installation, dispute resolution, and Vivint Solar's insurance coverage.

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explains the Parties' rights to cancel the Agreement.

A. Documents to be Incorporated Into the Agreement

Exhibit A: Monthly Payment Schedule and Prepayment Pricing
Exhibit B: Legal Notices
Exhibit C: Notice of Cancellation
Exhibit D: Payment Forms
Exhibit E: Data Usage and Disclosure

B. Payment Terms, Rebates, and Credits

1. Contract Price

Deposit (due at signing)	$0 (the "Deposit")

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Initial Payment (due at Installation Start Date)	$0 (the “Initial Payment”)
Solar cost per kWh, Year One	$ .190 , excluding Upfront Payment (if any)
Battery Supplied Solar Power per month, Year One	$ 35.000/month
Total Monthly Payments in Year One	$ 123.29 per month (plus taxes, if applicable); reflects $7.50 discount for electing Auto-Pay) (the “Monthly Payments”)
Annual Percentage Increase (the “Annual Increase”)	0.0 %

2. Upfront Payment

The sum of the Deposit and Initial Payment is called the “Upfront Payment.” The Initial Payment and Monthly Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Section E and F below).

a. You agree to pay Vivint Solar the Deposit, Initial Payment and Monthly Payments in the amounts and on the dates set forth above and in Exhibit A.

b. The Deposit and Initial Payment are payable to Vivint Solar Developer, Inc. by credit card, money order or a check drawn on a United States bank account.

3. Monthly Invoicing and Billing Cycle

a. Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”). Each month, Vivint Solar will prepare a written or electronic invoice specifying the payment due from you to Vivint Solar for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

   Vivint Solar reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Vivint Solar before the Monthly Payment due date.

b. Payment Options. Monthly Payments are payable to Vivint Solar Developer, Inc. (i) by automatic withdrawal from your checking or savings account or (ii) by check drawn on a United States bank account or (iii) by money order.

c. A Returned Check Fee of Twenty-Five Dollars ($25.00) (or such lower amount as required by law) will be assessed to you for any check or withdrawal right that is returned or refused by your bank.

4. Auto-Pay Discount

a. Monthly Payments shown in Section B(1) and Exhibit A assume payment by Automated Clearing House (ACH) withdrawal from your checking or savings account (“Auto-Pay”) and include a $7.50 Auto-Pay discount.

b. If you do not elect Auto-Pay, you will not receive an Auto-Pay Discount and, as a result, your Monthly Payments will be *$7.50 higher per month* than those reflected in Section B(1) and Exhibit A.

5. Payment of Taxes

a. The payments specified in Section B(1) above do not include taxes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed

on these payments, the sale of electric energy, the Home, or the transaction itself, and are paid by Vivint Solar rather than you, you agree to pay or reimburse Vivint Solar for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

b. In addition, you agree to reimburse Vivint Solar for any taxes, including any associated interests and penalties, assessed on the Solar System that Vivint Solar may incur.

c. To the extent that Vivint Solar seeks reimbursement from you, you agree that Vivint Solar may seek a full reimbursement from you for the total amount incurred by Vivint Solar, impose a surcharge on your monthly invoice to recover the total amount incurred by Vivint Solar over a period to be determined by Vivint Solar, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Vivint Solar.

6. Changes to Payment Amounts

a. If a change pursuant to Section F increases the Upfront Payment after you have already paid it to Vivint Solar, you agree to immediately pay Vivint Solar the increase in the Upfront Payment. Vivint Solar may suspend installation until this payment is received.

b. You may request a pricing plan change; however, such request must be submitted to Vivint Solar's Customer Care Department 1800 W Ashton Blvd., Lehi, UT 84043, help@vivintsolar.com, 877-404-4129, before the earlier of (i) the date falling twenty-one (21) days after the date you signed the Agreement and (ii) the commencement of installation of the Solar System.

7. Prepayment of Monthly Payments

a. At any time, you may prepay all of the expected Monthly Payments you will owe Vivint Solar during the remaining portion of the Initial Term ("Prepayment"). Vivint Solar's obligations under this Agreement will not change if you make such a prepayment.

b. The Prepayment shall equal the remaining Monthly Payments for the current and remaining years of the Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) and (y) 5.0% (the "Prepayment").

8. Late Payment. If Vivint Solar does not receive your payment by the due date listed on the invoice, Vivint Solar may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

9. Net Metering Service.

a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Vivint Solar in its sole discretion.

b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Vivint Solar, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Vivint Solar may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.

c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." For the purposes of calculating performance guarantee payments, if any, under

Section D, you agree that title to and risk of loss for the electric energy provided under this Agreement shall pass from Vivint Solar to you when the electric energy reaches Interconnection. You further agree that electrical energy provided under this Agreement is measured at the time when electrical energy reaches Interconnection.

10. Supplemental Energy; Rebates & Credits

a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility, and for paying any fees associated with such Supplemental Energy that the other supplier may charge.

b. You agree that Vivint Solar alone will receive any credit, rebate, environmental attribute, solar renewable energy credit, or other payment or offset ("Incentives") that may be attributable to the Solar System. All Incentives will be the sole property of and transferable by Vivint Solar.

c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Vivint Solar with respect to Incentives attributable to the Solar System, you agree that Vivint Solar will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Vivint Solar. Vivint Solar's expected federal tax credits associated with the Solar System have been factored into the calculation of your Monthly Payment.

d. If you purchase the Solar System from Vivint Solar, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Vivint Solar.

C. Our Warranties

1. Warranties

a. Workmanship Warranty. We warrant our Work and the Solar System for a period of 25 years after installation (the "Warranty Period"), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our "Workmanship Warranty" includes but is not limited to the following:

WE INSURE AND MAINTAIN THE SYSTEM FOR 25 YEARS AFTER INSTALLATION.

(i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home's roof will be weather-tight for a period of 10 years after installation.

(ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.

(iii) Vivint Solar will maintain and repair the Solar System for the Initial Term and any Renewal Terms.

b. Equipment Warranty. Vivint Solar warrants all equipment for the duration of the Initial Term. If parts fail during the Initial Term, Vivint Solar will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Vivint Solar agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section D.

c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Vivint Solar wish to end the Agreement, Vivint Solar will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather

conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 25 -year term (including, but not limited to, uneven wear and tear and uneven discoloration).

2. Warranty Exceptions and Exclusions

a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 10 year warranty period.

b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the Solar System or the associated roof penetrations, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.).

c. The Workmanship Warranty does not apply to the following:

(i) Work performed or materials used by anyone other than us or our Installation Partners;
(ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Vivint Solar or its Installation Partners without Vivint Solar's prior written approval;
(iii) Any damages resulting from your breach of the Agreement;
(iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
(v) Damage resulting from ordinary wear and tear;
(vi) Damage resulting from mold, fungus and other organic pathogens;
(vii) Shrinking/cracking of grout and caulking;
(viii) Fading of paints and finishes exposed to sunlight; and
(ix) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by: DS (Initials)

3. Contacting Vivint Solar to Fix the Solar System. Vivint Solar will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Vivint Solar at 877-404-4129 or by email at help@vivintsolar.com. Vivint Solar will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

D. Performance Guarantee

1. Production Estimate

a. Vivint Solar estimates that the Solar System will be capable of generating 5575.922 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions. Your Monthly Payment is not tied to the actual output of the Solar System.

b. Due to expected panel degradation, Vivint Solar estimates that the Solar System will be capable of generating 118211.52 kilowatt-hours ("kWh") during the Initial Term (the "Estimated Output").

2. Guaranteed Output. Subject to the conditions set forth in this Section D, Vivint Solar guarantees that the Solar System will generate 90% of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Vivint Solar will issue you a refund if the Solar System does not generate the Guaranteed Output.

Vivint Solar will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Vivint Solar will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.
- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

Vivint Solar makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by: DS _____ (Initials)

3. Overproduction. If, over the course of the Initial Term, the Solar System produces more energy than the predicted Guaranteed Output, then the extra energy will be yours at no additional cost. Vivint Solar may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

4. Actual Output and Refunds. On the 24 month anniversary of the In-Service Date and on every 24 month anniversary thereafter (each, a "Guarantee Date"), Vivint Solar will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth on Exhibit A, Vivint Solar will issue you a refund. This refund will be calculated by subtracting the Actual Output for that Guarantee Date from the Guaranteed Output for that Guarantee Date, and multiplying the result by the refund per kWh amount as set forth for that Guarantee Date on Exhibit A. For the last year of the Initial Term (year 25), the guarantee period will be 12 months.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is $0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e. 500kWh x $0.13 = $65.

E. Design and Installation

1. Our Work; Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.

a. Our work on the Solar System includes:

(i) design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System;
(ii) installation of the Solar System;
(iii) acquisition of approval from your Utility; and
(iv) assistance with any applicable rebate program paperwork set forth in Section B(10) (collectively, the "Work").

b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, one or more batteries, racking materials, and a production meter. Other materials generally used as the "balance of system" are disconnects, breakers, load centers, wires, and conduit.

2. Batteries.

a. The Solar System includes one or more batteries. For each battery, the Solar System will also contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Each battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the system, as determined by Vivint Solar. Customer will ensure battery settings are set to draw charge from the photovoltaic system. Not all electrical loads are suitable for backup operation, upon site review some circuits may be excluded or moved to a separate sub-panel. Customer will be responsible for failure or damage caused due to backing up more loads than Vivint Solar approved and/or changing settings from initial install conditions. Vivint Solar does not take responsibility for system failure caused due to excessive loads.

b. Vivint Solar may, from time to time, administer and operate the Solar System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid (if available in your utility area). In support of these programs, Vivint Solar may use the energy stored in the batteries to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purposes. Vivint Solar will maintain your battery reserve during such times, as described above.

c. WHILE VIVINT SOLAR BELIEVES THE BATTERY WILL BE ABLE TO PROVIDE BACKUP POWER DURING POWER OUTAGE, VIVINT SOLAR PROVIDES NO GUARANTEE OR WARRANTY THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT VIVINT SOLAR WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP POWER, AND VIVINT SOLAR DISCLAIMS ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE. **DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.**

d. Please notify Vivint Solar at 877.404.4129 or by email at help@vivintsolar.com in the event your battery(ies) do not provide backup power during a power outage.

e. Under normal conditions of use, the battery should pose no danger to you. However, if mishandled, the battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers.

f. Generators; Prohibited Resources. For the duration of the Term, you agree that you will not connect another power generation resource or other Prohibited Resource to the home's electrical panel. You acknowledge and agree that your compliance with this Section subject to verification and that noncompliance may be considered a breach of this Agreement. For purposes of this Agreement, "Prohibited Resource" means a technology for the generation of electricity using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration.

Your initials below indicate that you have read, understood and accepted the provisions set forth in this Section E(2).

Agreed and accepted by: 

(Initials)

3. Solar System Production and Energy Consumption Monitoring; Data.

a. Installation and Maintenance of Metering and Monitoring Equipment.

(i) Production Monitor. During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the "Production Monitor"). Through the Production Monitor, we will collect Solar System production and performance data ("Performance Data").

(ii) Energy Consumption Monitor. During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). Through the Consumption Monitor, we may collect and store information about energy usage at the Home ("Usage Data").

(iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Vivint Solar with reasonable access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor

(iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. You acknowledge that your failure to maintain broadband internet or electrical connection for an extended period of time may constitute a default under Section G(10)(a)(i).

(v) Monitor Damage or Inaccuracy. Vivint Solar uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. You will be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Vivint Solar.

b. Data Usage and Disclosure. We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, "Data "). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

c. Communications Equipment. During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase or a condition to the entry of this Agreement.

Do you consent to the installation and use of the Communication Equipment as set forth above?

4. Design

a. Vivint Solar or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of the Solar System is dependent on the physical specifications of the Home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home's Solar System design will be finalized following a Site Survey of the Home by Vivint Solar.

b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved the Solar System design. Vivint Solar will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, installation may begin.

c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

5. Installation

a. Installation will be performed by Vivint Solar's licensed, bonded affiliate, Vivint Solar Developer, Inc., or by another licensed, bonded contractor (an “Installation Partner”) that meets Vivint Solar's quality standards. Vivint Solar requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.

b. Vivint Solar or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Vivint Solar and assist Vivint Solar in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).

c. If Vivint Solar or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.

d. Vivint Solar, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Vivint Solar and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.

e. Vivint Solar reserves the right, at Vivint Solar’s sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

6. Access to the Home

a. You agree to grant Vivint Solar and its Installation Partners reasonable access to the Home for the purpose of, as applicable, designing, installing, operating and testing the Solar System and performing Vivint Solar’s obligations under this Agreement. Vivint Solar agrees to give you reasonable notice when Vivint Solar needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.

b. When requested by Vivint Solar or when necessary, you agree to allow Vivint Solar and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Vivint Solar to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.

c. You must provide us with power and water for use during installation.

d. You agree to make reasonable efforts to provide a safe and secure work environment for Vivint Solar and its Installation Partners at the Home throughout Solar System installation, the Initial Term and any Renewal Terms

7. Miscellaneous.

a. Vivint Solar has the authority and sole discretion to use Installation Partners or agents to perform or assist Vivint Solar in performing Vivint Solar's obligations.

b. If Work excluded from this Agreement in Section E(8) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Vivint Solar to perform such obligation. In this instance, Vivint Solar will not unreasonably withhold such approval.

c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Vivint Solar to perform this work or (ii) to obtain Vivint Solar's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million ($1,000,000) dollars per occurrence and name “Vivint Solar Developer, Inc. and its successor or assigns”, as additional insureds.

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d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Vivint Solar's prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Vivint Solar's sole property.

8. Exclusions. We do not do or provide any of the following under this Agreement:

a. removal or disposal of any material containing asbestos or any other hazardous material;
b. movement of your personal items around the Home;
c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
d. installation or repair of fences;
e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
f. structural framing work for any part of the roof or structure, including concealed substandard framing;
g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
h. removal and replacement of existing rot or insect infestation;
i. testing or remediation of mold, fungus, mildew or organic pathogens;
j. painting of conduit or other structural parts;
k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
l. Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
m. professional engineering services;
n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
o. removal of trees;
p. any studies or permitting beyond the basic building permit; or
q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

F. Change Orders

If Vivint Solar requests a modification to the terms of the Agreement, Vivint Solar will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower monthly payment due to less production.

G. Additional Information

1. Agreement Term

a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for 25 years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Vivint Solar will notify you of the In-Service Date.

b. Renewal Term. Subject to clause (ii) below, at the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term," collectively with the Initial Term, "Term"). Vivint Solar will provide you with your new rate for electric energy at the beginning of the Renewal Term and each successive Renewal Term, if any. The new monthly price will consist of your new solar

price per kWh and new battery price per month. The new solar price per kWh shall be equal to ten percent (10%) less than the "average cost of electric energy" as established by your Utility or its successor. "Average cost of electric energy" shall be the price you would otherwise pay for electric energy to your Utility, or its successor for the 12 months preceding the start of each Renewal Term. The new battery price per month shall be equal to $90 for the first battery plus $70 for each subsequent battery. Unless otherwise terminated under the terms of this agreement, the Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term.

(i) Vivint Solar will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).

(ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination (x) at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, or (y) within fifteen (15) days after Vivint Solar provides you with the written estimated rate for electric energy in the upcoming Renewal Term, whichever is later.

2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Vivint Solar end the Agreement, Vivint Solar will remove the Solar System at no cost to you. Written notice of termination must be provided in accordance with Section G.1(b).

Subject to the exclusions set forth in Sections C and E, Vivint Solar will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Vivint Solar in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the work associated with the removal of the Solar System.

3. Customer Obligations. You acknowledge and agree to the following:

a. Your local utility is SCE (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Vivint Solar prior to changing your Utility.

b. That you will purchase all electric energy generated by the Solar System at the payment prices set forth on Exhibit A.

c. The Solar System is removable equipment owned by Vivint Solar or its affiliates and is not considered a fixture or otherwise part of the Home.

(i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Vivint Solar nor our Installation Partners will apply a lien to your title to the Home.

(ii) However, you agree that Vivint Solar or a Vivint Solar affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.

(iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien. Vivint Solar shall satisfy and cause the removal of any such lien within 30 days following the date Vivint Solar receives notice of the recording of such lien.

d. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.

e. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home during the Term for any reason may require Vivint Solar to refund, at your cost, Incentives provided in respect of the Solar System.

f. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Vivint Solar if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.

g. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Vivint Solar. If any condition exists with respect to the Solar System which you think may be affecting performance or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Vivint Solar at 1800 W Ashton Blvd., Lehi, UT 84043, help@vivintsolar.com, 877.404.4129. We may remedy the condition if it is deemed necessary by Vivint Solar to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).

h. You agree that Vivint Solar may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

i. You will ensure battery settings are set to draw charge only from the photovoltaic system and not from the Grid. You will not change battery settings to allow charging from the grid.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(3)(h).

Agreed and accepted by: DS (Initials)

You further agree that Vivint Solar may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Vivint Solar products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase or entry into this Agreement. You will have the opportunity to opt out of any marketing messages.

Do you consent?

4. Purchase of Solar System

a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:

(i) Upon the fifth (5th) anniversary of the In-Service Date;
(ii) At the end of the Initial Term;
(iii) If you sell the Home during the Initial Term; and
(iv) Under the circumstances described in Section G(10)(b).

b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, you must deliver a written notice to Vivint Solar of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Vivint Solar within thirty (30) days of receiving an invoice from Vivint Solar for the purchase price.

c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Vivint Solar will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives. In addition, if the Solar System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the FMV will include the recapture of any federal tax credits.

d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Vivint Solar will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Vivint Solar will not provide you with any maintenance or repair services, unless you enter into a separate agreement with Vivint Solar for Vivint Solar or its Installation Partner to perform these services at your expense. If possible, Vivint Solar will assign to you any equipment warranties still in effect for the Solar System. Vivint Solar reserves the right to continue to measure the performance of the Solar System after termination of the Agreement.

5. Sale of Home, Assignment and Foreclosure; Refinancing

a. Sale of Home. If you sell the Home you:

(i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Vivint Solar's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or

(ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Vivint Solar a $250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or

(iii) Will be deemed to have terminated this Agreement and Vivint Solar may exercise its rights under Section G(10) if:

1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or

2. The new owner refuses to assume the Agreement.

b. Assignment of Agreement.

(i) Vivint Solar may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Vivint Solar's assets to another entity, provided however all obligations of Vivint Solar, including without limitation warranty obligations, shall remain the obligation of Vivint Solar or the Assignee.

(ii) If Vivint Solar assigns the Agreement, Vivint Solar will continue to operate and maintain the Solar System until you receive written notice otherwise. Vivint Solar requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).

(iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Vivint Solar at the address set forth in Section G(12).

c. Foreclosures.

(i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Vivint Solar may exercise any of its remedies, including but not limited to removal of the Solar System.

(ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.

1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Vivint Solar (as applicable) agree:

(i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.

(ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:

1. Terminate the Agreement and require Vivint Solar to remove the Solar System;
2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
3. Terminate the Agreement and enter in to a new agreement with Vivint Solar under terms no less favorable than the original Agreement.

2. Vivint Solar agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.

3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at www.fanniemae.com, for more information.

d. Refinancing. If you refinance your Home, Vivint Solar will provide reasonable cooperation in connection with the refinancing at no cost to you, including removing and refiling any UCC financing notice or completing any document that your lender may reasonably request be completed regarding the existing obligations under this Agreement.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by: DS (Initials)

6. Insurance

a. Vivint Solar is responsible for insuring the Solar System against all damage and loss. You may call 877.296.9532 to check the insurance that Vivint Solar carries. Vivint Solar currently carries, and shall maintain the following insurance during the term of this Agreement :

(i) Insurance covering damage to and theft of the Solar System;

(ii) Commercial general liability insurance ("CGL") and workers' compensation insurance underwritten by Axis Specialty Europe (Policy No. 3776500119ES).

(iii) Worker's compensation insurance for all employees.

b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. Vivint Solar will insure the Solar System against all damage or loss unless such damage or loss is due to your gross negligence or willful damage of the Solar System. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.

c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Vivint Solar. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.

d. Vivint Solar requires its Installation Partners to maintain the following insurance coverages:

(i) Workers compensation, subject to statutory limits;

(ii) Employers liability, with a minimum of one million ($1,000,000) dollars each occurrence;

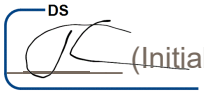
(iii) Commercial general liability, in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars annual aggregate;

(iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million ($1,000,000) dollars per accident;

(v) Excess liability insurance with a limit of one million ($1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and

(vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by: 

(Initials)

7. Limitations of Liability

VIVINT SOLAR MAY BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION US DOLLARS ($1,000,000.00). THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, WHICH YOU SHOULD CONSULT. VIVINT SOLAR IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS VIVINT SOLAR, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY VIVINT SOLAR FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIVINT SOLAR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT 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.

8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

9. Force Majeure

Vivint Solar is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Vivint Solar's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Vivint Solar must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Vivint Solar claims Force Majeure, it must:

a. make reasonable attempts to continue to perform under the Agreement;
b. quickly take action to correct the problem caused by the Force Majeure;
c. make reasonable efforts to limit damage to you; and
d. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

10. Default and Remedies

a. DEFAULT BY CUSTOMER; VIVINT SOLAR'S REMEDIES:

(i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Vivint Solar's prior written consent;
4. You make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Home;.
5. Foreclosure proceedings are filed involving the Home;
6. You fail to (1) provide us with the information, approvals or reasonable access to the Home we need in order to do the Work, or you fail to (2) make a payment when due, and, in either case, you fail to correct the problem in ten (10) days of notice being provided to you. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10 day cure period, Vivint Solar may stop Work. Vivint Solar will give you written notice of our reasons for stopping Work.
7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.

(ii) If any events described in Section G(10)(a)(i) occur, Vivint Solar may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

1. Vivint Solar may terminate the Agreement;
2. Vivint Solar may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
3. Vivint Solar may require you to pay Vivint Solar a termination payment equal to the Prepayment of all future Monthly Payments during the Initial Term ("Make Whole");
4. If, as a result of your default, Vivint Solar removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Vivint Solar an amount equal to the value of any Incentives that Vivint Solar must return as a result of such removal;
5. Vivint Solar may exercise any other remedies available to Vivint Solar at law or in equity.

b. VIVINT SOLAR'S DEFAULT; YOUR REMEDIES. In addition to any other remedies you have under this Agreement, if Vivint Solar (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to

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attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar System as set forth in Section G(4)

11. Dispute Resolution; Arbitration; Class Action Waiver

This Section sets forth the procedure for resolving disputes related to this Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

a. INFORMAL DISPUTE RESOLUTION. The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Vivint Solar will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Vivint Solar may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.

b. ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR.

ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY AAA PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE AAA OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.

c. Unless prohibited by applicable law and unless you opt out, you and we agree that if any Dispute (as defined below) arises from or relates to this Agreement or the breach thereof, the Parties shall engage in alternative dispute resolution. The Parties shall first attempt to settle the Dispute by participating in good faith in mediation (as defined below) administered by the American Arbitration Association ("AAA") with a mediator selected from the AAA National Roster of Mediators. If within sixty (60) days after service of a written demand for mediation, the mediation does not result in settlement of the Dispute, then any unresolved Dispute arising from or relating to this Agreement or breach thereof shall be resolved by binding arbitration (as defined below). Such arbitration shall be administered by the AAA before a sole arbitrator in accordance with AAA's Consumer Arbitration Rules. Judgment on the award rendered by the sole arbitrator may be entered in any court having jurisdiction thereof. You also agree to bring claims against us only in your individual capacity and YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

(i) What is mediation? Mediation is an informal negotiation assisted by a neutral third party (the mediator). Pursuant to the Parties' Agreement, mediation is a precondition to any arbitration.

(ii) What is arbitration? An alternative to a court case. In arbitration, a third-party arbitrator ("TPA") resolves "Disputes" in a hearing. It is less formal than a court case.

(iii) Is arbitration different from court and jury trials? Yes. The hearing is private. There is no jury. It is

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usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. The arbitrator's findings are binding, and courts rarely overturn arbitration awards.

(iv) Who does this cover? You, us, and certain Related Parties (defined above). Either you or we may, after the required mediation and without the other's consent, elect to resolve disputes by mandatory, binding arbitration.

(v) What does this cover? All Disputes (except certain Disputes about this clause). This governs all disputes that would usually be decided in court and are between us (or any Related Party) and you, including without limitation all claims related to or arising out of this Agreement, the System or our relationship with you ("Disputes"). Disputes include claims related to amendments, Lease Disclosures, Change Orders, collections, privacy and Customer Information, claims related to the validity of this Agreement, AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.

(vi) Who handles the mediation and arbitration? American Arbitration Association ("AAA"). The arbitration company will be the AAA, 1.800.778.7879, www.adr.org.

(vii) What are the rules of the arbitration? Those in this clause along with the AAA Rules. Arbitrations are conducted under this Clause and the applicable AAA Active Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the AAA Consumer Arbitration Rules pursuant to the Consumer Due Process Protocol, which set forth certain protections to you (including a maximum filing fee). Any other arbitration rules that conflict with this Clause do not apply.

(viii) Where will the arbitration hearing be held? In your hometown area. If the Parties do not agree to the locale where the hearing is to be held, the AAA will determine the location of the hearing. You can find more information in the AAA Policy on Consumer Arbitrations, which is available here - https://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf.

(ix) Are you giving up any rights? Yes. For Disputes subject to this clause, you give up your right to:

- have juries decide Disputes;
- have courts decide Disputes;
- serve as a private attorney general or in a representative capacity;
- join a Dispute you have with a dispute by other consumers;
- bring or be a class member in a class action or class arbitration; and
- have a jury trial.

(x) Can you or another consumer start class arbitration? No. AAA is not allowed to handle any Dispute between the Parties on a class or representative basis. All Disputes subject to this clause must be decided in an INDIVIDUAL arbitration. This clause will be void if a court rules that the TPA can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.

(xi) What law applies? The Federal Arbitration Act ("FAA"). This Agreement involves interstate commerce. THUS, the FAA governs this clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

(xii) Will anything you do make this clause ineffective? No. This clause stays in force even if you: (1) cancel this Agreement; (2) default, renew, prepay, or pay the Agreement in full; or (3) go into or through bankruptcy.

(xiii) Will this clause survive termination of this Agreement? Yes. This clause will remain in effect for Disputes that commence even after the Agreement has terminated.

d. Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by:  (Initials)

12. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Vivint Solar

at: c/o Vivint Solar Developer, Inc.
Attn: Legal Department
1800 W Ashton Blvd.
Lehi, UT 84043
Phone: 877.404.4129
Email: help@vivintsolar.com

13. Governing Law. Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.

14. You agree that Vivint Solar has the right to periodically check your consumer credit report. Vivint Solar may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

15. You agree that Vivint Solar has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Vivint Solar will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.

16. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

18. Entire Agreement. You agree that this Agreement constitutes the entire agreement between you and Vivint Solar. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit Refunded By Vivint Solar Within a Reasonable Period of Time Following Cancellation:

a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(12) that details the nature of the failure to perform and the date on which you first noticed the incident;

b. If Vivint Solar requests a change to the Agreement pursuant to Section F, and you do not agree to such change;

c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

d. If, for a period of one hundred eighty (180) days after the Effective Date Installation of the Solar System has not commenced, and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Vivint Solar and in a state ready to permit installation.

3. We May Cancel This Agreement If:

a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.

b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;

c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;

d. you fail to respond to Vivint Solar's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;

e. a change in Solar System design changes the expected costs and benefits of this Agreement to Vivint Solar;

f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Vivint Solar will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own;

g. Vivint Solar requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Vivint Solar will refund you the Deposit within a reasonable period of time following cancellation.

h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Vivint Solar will refund you the Deposit within a reasonable period of time following cancellation.

i. prior to the commencement of installation, the Solar System fails to qualify for any expected Incentives (including Incentives based on your household income or similar criteria), we may cancel this Agreement,

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in which case Vivint Solar will refund you the Deposit within a reasonable period of time following cancellation.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms (including, without limitation, the Auto-Pay discount);
- Have understood that Vivint Solar has the right to check your credit;
- Agree that Vivint Solar will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 25 -year Agreement;
- Acknowledge that Vivint Solar will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Vivint Solar Developer, Inc. and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: DS (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

VIVINT SOLAR DEVELOPER, INC.

Signature: Jessel Vasquez

Print Name: Jessel Vasquez

Date: 03/25/2021

Title: 9503002

Federal Employer Identification Number: 80-0756438

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO VIVINT SOLAR DEVELOPER, INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Customer

Primary Account Holder

DocuSigned by:
326A06051D39401...
Signature

March 23, 2021 | 7:46 PM MDT
Date

Secondary Account Holder (Optional)

Signature

Print Name

Email Address*: joanlemper@yahoo.com
Mailing Address: 18461 SANTA ANITA ST TEHACHAPI CA 93561-5247
Phone: 8058364066

**Email addresses will be used by Vivint Solar for official correspondence, such as sending monthly bills or other invoices.*

Sales Consultant

By signing below I acknowledge that I am Vivint Solar accredited, that I presented this agreement according to the Vivint Solar Code of Conduct, and that I obtained the homeowner's signature on this agreement.

DocuSigned by:
1917AD828E714A4...
Signature

Kyle Krause
Print Name

218716
Vivint Solar ID number

128700 SP
State Sales Registration Number

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

Exhibit A
Monthly Payment Schedule and Prepayment Pricing

When you sign the Agreement, you will pay Vivint Solar a Deposit of $0. At the start of installation of the Solar System, you will pay Vivint Solar an Initial Payment of $0 (includes sales tax).

Each Monthly Payment shown below is for the previous year. Each of your first 12 Monthly Payments will be in the amount of $ 123.29 . The Monthly Payments shall increase by 0.0 % annually during the Initial Term of the Agreement (the "Annual Increase"), effective as of the Monthly Payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase would not apply to any part of a Monthly Payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date).

The Monthly Payments shown below include any estimated applicable taxes and include a $7.50 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be $7.50 greater. For simplicity, the table below is based on the assumption that the In-Service Date will occur on the first day of the month.

As specified below, Vivint Solar will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Monthly Payment for the Solar System (including the Annual Increase)*
1	$ 123.29
2	$ 123.29
3	$ 123.29
4	$ 123.29
5	$ 123.29
6	$ 123.29
7	$ 123.29
8	$ 123.29
9	$ 123.29
10	$ 123.29
11	$ 123.29
12	$ 123.29
13	$ 123.29
14	$ 123.29
15	$ 123.29
16	$ 123.29
17	$ 123.29
18	$ 123.29
19	$ 123.29
20	$ 123.29
21	$ 123.29
22	$ 123.29
23	$ 123.29
24	$ 123.29
25	$ 123.29

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
2	10011.57	$ .1900
4	19923.27	$ .1900
6	29736.10	$ .1900
8	39451.05	$ .1900
10	49069.09	$ .1900
12	58591.19	$ .1900
14	68018.31	$ .1900
16	77351.40	$ .1900
18	86591.38	$ .1900
20	95739.20	$ .1900

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22	104795.77	$ .1900
24	113762.00	$ .1900
25	118211.52	$ .1900

*These Monthly Payments assume an Annual Increase of 0.0 %

^At any time, you may prepay the balance of your estimated obligations under this Agreement. Please see Section B for additional information.

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Vivint Solar shall, on each anniversary of the In-Service Date, establish a new price per kWh that is equal to ten percent (10%) less than the "average cost of electric energy" as established by your Utility or its successor. "Average cost of electric energy" shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by: DS (Initials)

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EXHIBIT B
LEGAL NOTICES
LEGAL NOTICE FOR CALIFORNIA HOME IMPROVEMENT CONTRACTS

MECHANICS LIEN WARNING
(Calif. Business & Professions Code §7159(e)(4))

MECHANICS LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a “20 day Preliminary Notice.” This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

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

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

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

Further, upon satisfactory payment being made for any portion of the work performed, we, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Section 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

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

By signing below, you acknowledge receipt of the foregoing legal notice.

Customer Initial: DS

Vivint Solar Signature: Jesse Vasquez

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INFORMATION ABOUT CONTRACTORS' STATE LICENSE BOARD (CSLB)

(Calif. Business & Professions Code §7159(e)(5)).

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 1-800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826

By signing below, you acknowledge receipt of the foregoing legal notice.

Customer Initial: DS

Vivint Solar Signature: Jecel Vazquez

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

VIVINT SOLAR SOLAR SYSTEMS

 **WARNING**: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

STORAGE BATTERY

 **WARNING**: This product can expose you to chemicals including toluene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

EXHIBIT C
NOTICE OF CANCELLATION

DATE OF AGREEMENT: March 25, 2021 | 7:46 PM MDT

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY VIVINT SOLAR DEVELOPER, INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO VIVINT SOLAR OR THE CONTRACTOR, OR A VIVINT SOLAR DESIGNEE 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 VIVINT SOLAR DEVELOPER, INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT VIVINT SOLAR DEVELOPER, INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO VIVINT SOLAR DEVELOPER, INC. AND VIVINT SOLAR DEVELOPER, INC. DOES NOT PICK THEM UP WITHIN TWENTY (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 VIVINT SOLAR DEVELOPER, INC., OR IF YOU AGREE TO RETURN THE GOODS TO VIVINT SOLAR DEVELOPER, INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO VIVINT SOLAR DEVELOPER, INC. AT 1800 W ASHTON BLVD., LEHI, UT 84043, PH: 1-877-404- 4129, HELP@VIVINTSOLAR.COM.

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

EXHIBIT C DUPLICATE COPY

NOTICE OF CANCELLATION

DATE OF AGREEMENT: March 25, 2021 | 7:46 PM MDT

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY VIVINT SOLAR DEVELOPER, INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO VIVINT SOLAR OR THE CONTRACTOR, OR A VIVINT SOLAR DESIGNEE 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 VIVINT SOLAR DEVELOPER, INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT VIVINT SOLAR DEVELOPER, INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO VIVINT SOLAR DEVELOPER, INC. AND VIVINT SOLAR DEVELOPER, INC. DOES NOT PICK THEM UP WITHIN TWENTY (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 VIVINT SOLAR DEVELOPER, INC., OR IF YOU AGREE TO RETURN THE GOODS TO VIVINT SOLAR DEVELOPER, INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO VIVINT SOLAR DEVELOPER, INC., AT 1800 W ASHTON BLVD., LEHI, UT 84043, PH: 1-877-404- 4129, HELP@VIVINTSOLAR.COM.

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

EXHIBIT D
Payment Forms

As a Vivint Solar customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in Section B and Exhibit A, and you will be required to pay your monthly Vivint Solar bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Vivint Solar directly by phone at 877-404-4126 or by email at help@vivintsolar.com to request invoices be sent through the US mail.

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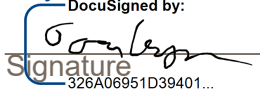
ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING VIVINT SOLAR TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. VIVINT SOLAR WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

1. Vivint Solar will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled transfer date. If you inform Vivint Solar that an error exists on your statement, Vivint Solar will attempt to correct that error prior to your next statement to the extent permitted by law. Vivint Solar shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the information on your application, you must immediately notify Vivint Solar in writing of such changes. If Vivint Solar incurs charge-back fees as a result of inaccurate information you provide, then Vivint Solar shall bill you for those fees.
3. If you either do not notify Vivint Solar in writing of such changes or do so in an untimely fashion, Vivint Solar shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Vivint Solar's sole liability to you shall be Vivint Solar's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Vivint Solar incurs charge-back fees as a result of insufficient funds in your designated account, then Vivint Solar shall bill you for those fees.
5. Vivint Solar reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either Party may terminate this arrangement at any time by giving the other Party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Vivint Solar Customer Care at 1-877-404-4129 or by changing your billing preference in the Vivint Solar Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.
7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.
8. You represent to Vivint Solar that all persons whose signatures are required to withdraw funds from the above referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Primary Account Holder	Secondary Account Holder (Optional)
DocuSigned by:  326A06951D39401...	
Signature	Signature
March 23, 2021 | 7:46 PM MDT	
Date	Print Name

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

Check/Money Order Deposit Form

Vivint Solar customers paying Deposits or Monthly Payments by check or money order must (i) enclose this document with each payment and (ii) include your Vivint Solar Customer ID number in the memo line of your check.

Please send payments to:

Vivint Solar Developer, Inc.
PO Box 4589
Portland, OR 97208

Customer Name: _____
Customer/Proposal ID #: _____
_____
Customer Address: _____
_____

Amount Enclosed: $_____
Description of Payment:

O Deposit
O Initial Payment
O Monthly Lease Payment
O January
O February
O March
O April
O May
O June
O July
O August
O September
O October
O November
O December

Date: _____

Notes _____ ____

For Accounting Purposes Only
Account Coding: _____
Fund: _____

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

EXHIBIT E

Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products `or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: DS (Initials)

DocuSign Envelope ID: DB2A61F3-4FD9-4534-90D6-225F1222D645

AMENDMENT TO NOTICE OF CANCELLATION PERIOD

I, Joan Lemper , having signed the Agreement for a solar system and related equipment on March 23, 2021 | 7:46 PM MDT , do hereby understand that I have the right to cancel the Agreement anytime between March 23, 2021 | 7:46 PM MDT and the day before installation work for the solar system has commenced on my home. Specifically, this Amendment replaces any references in the Agreement to a 10-day cancellation period.

Except as explicitly amended by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms. This Amendment and Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all previously existing agreements and all other oral, written or other communications, negotiations and representations between them concerning its subject matter.

If any provision of this Amendment is held to be invalid, prohibited, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Amendment shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, or unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

Customer
Primary Account Holder

DocuSigned by:
326A06951D39401...
Signature

March 23, 2021 | 7:46 PM MDT
Date

Sales Consultant

DocuSigned by:
1817AD828E714A4...
Signature

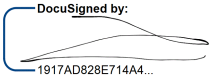
March 23, 2021 | 7:34 PM MDT
Date

Certificate Of Completion

Envelope Id: DB2A61F34FD9453490D6225F1222D645
Status: Completed
Subject: Please DocuSign: CA-Sunrun Brightbox PPA-V1-03.2021.pdf
Start Date:
End Date:
Type:
Category:
Contract Preference:
Kind:
Preferred Language:
Contract Version:
State:
Utility:
Opportunity ID:
Contact ID:
Workday Category ID:
Source Envelope:
Document Pages: 37
Signatures: 5
Envelope Originator:
Certificate Pages: 5
Initials: 12
SRV-Docusign Salesforce
AutoNav: Enabled
1800 Ashton Blvd
EnvelopeId Stamping: Enabled
Lehi, UT 84043
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
srv-docusign.sf@vivintsolar.com
IP Address: 13.110.74.8

Record Tracking

Status: Original
3/23/2021 7:32:17 PM
Holder: SRV-Docusign Salesforce
srv-docusign.sf@vivintsolar.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kyle Krause kyle.krause@vivintsolar.com Sales scheduler Vivint Solar Security Level: Email, Account Authentication (None)	DocuSigned by:  1917AD828E714A4...	Sent: 3/23/2021 7:32:23 PM Viewed: 3/23/2021 7:33:20 PM Signed: 3/23/2021 7:34:09 PM
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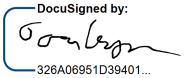
Joan Lemper joanlemper@yahoo.com Security Level: Email, Account Authentication (None)	DocuSigned by:  326A06951D39401...	Sent: 3/23/2021 7:34:12 PM Viewed: 3/23/2021 7:44:11 PM Signed: 3/23/2021 7:46:20 PM
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Signing Complete	Security Checked	3/23/2021 7:46:20 PM
Completed	Security Checked	3/23/2021 7:46:22 PM

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To advise Vivint Solar of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nic.johnson@vivintsolar.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Vivint Solar as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Vivint Solar during the course of my relationship with you.

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CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

Published January 2021

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

PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

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

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

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

Guide Accessibility

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

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

Initial here if you understand this page DS (1/4)

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Watch Out for False Claims

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

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

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

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Know Your Rights

You have the right...

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

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

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

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

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

to a Solar Disclosure Document from your solar provider.

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

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

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

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

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Ask Solar Providers These Initial Questions

Before You Sign A Contract

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

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

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

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

What is the total cost of the solar energy system?

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

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

If you are considering PACE financing, also ask:

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

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

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

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

OK, I read these 4 pages. Now what?

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

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STEP 1: Is Solar a Good Fit for Me?

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



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

Have I made my home energy efficient first?

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

Do I qualify for low-income solar programs?

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

Is my roof suitable for rooftop solar?

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

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Low-Income Solar Programs

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

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

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

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

SASH Program & DAC-SASH Program

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

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

DAC-Green Tariff Program

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

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

Community Solar Green Tariff Program

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

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

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

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STEP 2: Understand Roles and Solar Process



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

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

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

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

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

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

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

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

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

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Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

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

After You Sign A Contract

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

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



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

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

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STEP 3: Find a Qualified Solar Provider

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

Find Solar Providers that Serve Your Neighborhood

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

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

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

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

Narrow Down the List to Qualified Solar Providers

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

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

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

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

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

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

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

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

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

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Questions to Ask a Solar Provider

Before You Sign a Contract

Company Background

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

Is the salesperson an employee of your company?

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

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

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

Design & Roof

Is my roof a good candidate for solar? Why?

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

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

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

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

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

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

Warranties & Performance Of Solar System

Are there warranties for the panels and inverters?

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

Are there warranties for labor/construction?

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

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

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

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

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

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

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



Electricity Bill Savings Estimates (see page 17)



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

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

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

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

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

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

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

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

Does my electricity provider offer special rates for solar customers?



Impacts On Future Sale Of Your Home

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

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

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



Timeline (see page 8)

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

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

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



For questions about financing, read the next section!

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STEP 4: Compare Your Financing Options

The most common solar financing options are:

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

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

	Pros	Cons
Purchase with Cash or Loan	Typically greater return on investment. If you use a loan, little or no upfront costs. May increase value of home. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles. Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
PACE Financing	Little or no upfront costs. May have a longer repayment period than typical home improvement loan, which may be preferable. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing. If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage. You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.
Lease and PPA	Little or no upfront costs. Solar provider is responsible for all monitoring, maintenance, and repairs. Minimum energy production often guaranteed.	Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars. Solar provider could go out of business during the contract period.

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A Closer Look at Purchase (with cash or loan)

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

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

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

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

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

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

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

What is the total cost of the loan over the entire course of the contract?
How much will I pay up front, how much over time, and for how long?
What is my interest rate? What is my annual percentage rate ("APR")?
Whom do I contact if I have questions about my loan payments?
Will a solar loan make it more difficult for me to sell or refinance my home? Will I need to buy out my loan? Whom do I contact?

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A Closer Look at PACE (Property Assessed Clean Energy)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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STEP 5:
Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

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

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

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

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

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



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

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How Electricity Bill Savings Work

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

NEM and Your Electricity Bill

Consuming and Exporting Electricity

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

Monthly Bill Charges, Credits, and Minimum Amounts

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

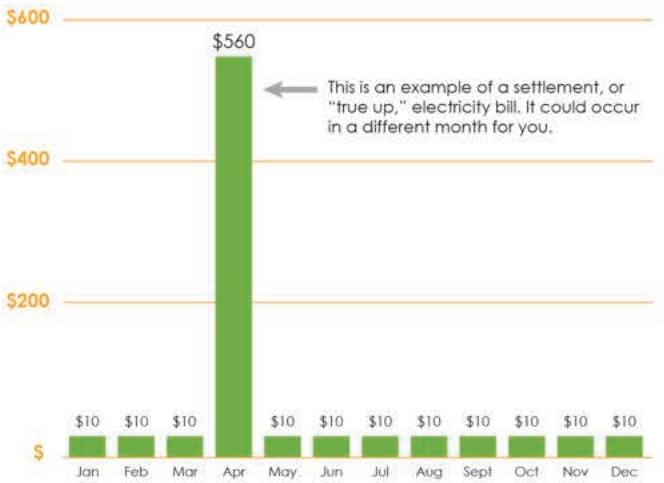
Time-of-Use Rates

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

12 Month Settlement Bill

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

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



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

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

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

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

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Getting Environmental Credit for Going Green

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





Combining Solar with Storage

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

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

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STEP 6: Carefully Read All Paperwork

The Solar Energy System Disclosure Document

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

Contract

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

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

By law, any contract for solar installation must include:

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

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

Financial Paperwork

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

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

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

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

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STEP 7: Review Additional Resources

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

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)

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

Southern California Edison (SCE)

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

San Diego Gas & Electric (SDG&E)

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

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

Low-Income Solar Programs

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

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

Contractors State License Board (CSLB)

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

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

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Department of Financial Protection and Innovation (DFPI)

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

Solar Bills and Net Energy Metering (NEM)

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

Solar Financing Guides

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

Other Solar Guides

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

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STEP 8: "Before You Sign" Checklist

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

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

- ☐ Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.
- ☐ Consider making your home more energy efficient before getting solar. This could save you money. See page 5.
- ☐ Get at least 3 bids for solar at your home. See page 9.
- ☐ Ask the solar provider for 3 customer references and call or visit them. See page 9.
- ☐ Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.
- ☐ Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.
- ☐ Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.
- ☐ If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.
- ☐ Read the critical information about electricity bill savings estimates on page 16.
- ☐ Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.
- ☐ Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.

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STEP 9: Sign This Guide

January 2021

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

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

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

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

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

Customer

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

Joan Lemper
Customer Printed Name

February 10, 2021 | 1:48 PM MST
Date

DocuSigned by:
326A06951D39401...
Customer Signature

continued on page 24

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

Solar Provider

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

Kyle Krause Sales scheduler	February 10, 2021 | 1:48 PM MST
Company Representative Name/Title	Date
DocuSigned by: 1917AD828E714A4...	877.404.4129
Company Representative Signature	Company Phone
Vivint Solar Developer, LLC	help@vivintsolar.com
Company Name	Company Email
973756	B, C39, C46, C10
Company CSLB License Number	Company CSLB License Classification

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

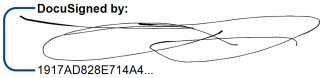
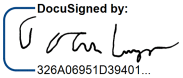
Certificate Of Completion

Envelope Id: 4001E7EEDED44097AB8204AE7997FB97
Status: Completed
Subject: Please DocuSign: Solar Consumer Protection Guide
Workday Category ID:
Start Date:
End Date:
Type:
Category:
Contract Preference:
Kind:
Preferred Language:
Contract Version:
State:
Utility:
Opportunity ID:
Contact ID:
Source Envelope:
Document Pages: 25
Signatures: 2
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
SRV-Docusign Salesforce
1800 Ashton Blvd
Lehi, UT 84043
srv-docusign.sf@vivintsolar.com
IP Address: 13.110.74.8

Record Tracking

Status: Original
2/10/2021 11:38:20 AM
Holder: SRV-Docusign Salesforce
srv-docusign.sf@vivintsolar.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kyle Krause kyle.krause@vivintsolar.com Sales scheduler Vivint Solar Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 68.101.253.159	Sent: 2/10/2021 11:38:25 AM Viewed: 2/10/2021 11:38:55 AM Signed: 2/10/2021 11:39:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joan Lemper joanlemper@yahoo.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 172.58.27.23 Signed using mobile	Sent: 2/10/2021 11:39:10 AM Viewed: 2/10/2021 1:42:22 PM Signed: 2/10/2021 1:48:46 PM
Electronic Record and Signature Disclosure: Accepted: 2/10/2021 1:42:22 PM ID: e6e406fa-4133-4e20-ac3d-7f6d216b41cf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Solar Kobol3 rodney.andersen@vivintsolar.com Vivint Solar Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/10/2021 1:48:48 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2021 11:38:25 AM
Certified Delivered	Security Checked	2/10/2021 1:42:22 PM
Signing Complete	Security Checked	2/10/2021 1:48:46 PM
Completed	Security Checked	2/10/2021 1:48:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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