



CONSTRUCTION CONTRACT HOME IMPROVEMENT

www.milhollandelectric.com

You are entitled to completely Filled in copy of this agreement, signed by both you and the contractor, before any work may be started.
The "Notice of Cancellation" may be sent to the contractor at the address set forth under contractor's name below

Contractor: Milholland Electric 1475 Cuyamaca st El Cajon, CA 92020 Phone: (858) 541-1097 Lic. # 585514

Owners Name GRONEY CHAWLA Second Contact _____

Address 2572 SOUTH ESCONDIDO BLVD, UNIT 810 Primary Phone 515-783-6042

City ESCONDIDO State CA ZIP 92025 Secondary Phone _____

Email CHAWLAGRONEY@GMAIL.COM Cash Finance

Sales Rep RICHARD HADSALL HIS#126068 SP

Contractor hereby sells to and agrees to construct at the above job address for Buyer and/or Buyers (jointly or severally if more than one) hereby buys, subject to the provisions herein, the home improvements described herein (collectively called the "WORK") for the contract price as set below:

| Contract Price & Schedule of Progress Payments | | Unpaid Balance Paid as Follows | | Finance, Cash, Credit Card (3%fee) |
|--|-----------|---|-----------|------------------------------------|
| TOTAL SYSTEM PRICE | \$ 24,832 | | | |
| ESTIMATED TAX CREDIT <small>(Please Consult your tax professional for details)</small> | | | | |
| Net System Price | | | | |
| Deposit | \$ N/A | 50% DUE UPON MATERIALS DELIVERY | \$ 12,416 | |
| UNPAID BALANCE | \$ 24,832 | 50% DUE UPON COMPLETION OF INSTALLATION | \$ 12,416 | |

THE DOWN-PAYMENT MAY NOT EXCEED \$1000 OR TEN PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT'S AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Estimated Delivery Date: JUNE 2023

If Purchaser fails to make payments promptly within ten (10) calendar days of the payment terms required by this section, Purchaser will pay to Seller interest on all amounts due in the amount of eighteen percent (18%) per annum, plus reasonable attorneys' fees and collection charges. If Purchaser fails to make any payment within thirty (30) calendar days of payment terms as required by this section, full Total Contract Price will be come immediately due and payable, and no further work will be undertaken by Seller or Contractor on Project until such amount is paid in full. Acceptance of a payment after default shall not be deemed a waiver by Seller of any action or right it may have by reason of such default.

NOTE: Seller will not activate and turn on Project until all payments have been made by Purchaser under the terms of this Agreement. Any attempt by Purchaser to activate Project before all payments have been made is a breach of the terms of this agreement and may void the Project warranty.

**25-Year Solar Panel Warranty. 25-Year Inverter(s) Warranty.
25-Year SIRC Workmanship Warranty Including Solar Roof Penetration.**

Project Description And Major Components

System Size 6.16 Kw DC Estimated Annual Production: 9,644 Kwh

Major System Components

PV Panels: Qty 14 Make/Model CERTAINTEED 440

Inverter: Qty 14 Make/Model ENPHASE IQ8+

We will use the above panels and equipment, or similar depending upon available US supply. System size will remain the same.

Standard Components Racking and Mounting components per uniform building code. AC and DC disconnects per National Electrical Code and Utility. Wiring, conduit and over-current protection per National Electrical Code. Roofing sealant and flashing as required.

Additional Work

Main Panel Upgrade Yes No \$ N/A Upgrade Size _____

Design, Permit and Engineering Fees \$ N/A

Final System Inspection \$ N/A

Standard Labor
Design Systems and secure basic building or electrical permit (Architectural, Planning Commission or other reviews are extra). Install specified system in good workman like manner. Complete and submit utility interconnection documents (if any). Coordinate building, electrical and utility inspections (as applicable).

Additional Components & Allowances

3-STORY INSTALLATION.

Notice: Any Calculations regarding future electric bills are based on your previous energy consumption, current and projected billing rates from your electricity provider, and estimated average annual system performance. Given that your personal energy consumption may increase or decrease after your solar system is installed, neither the manufacturer, supplier or installer can project the exact dollar amount of your future electric bill. Your solar system's generation will vary from month to month dependent on several factors such as the number of daylight hours available, panel exposure to sun and weather or other environmental related conditions beyond the control of the provider.

WARRANTY: Milholland Electric will provide a no cost repair or replacement for any expenses not otherwise covered by the manufacturer of your solar panels and inverters for twenty five (25) years from the date of Installation if failure occurs due to faulty workmanship.
Enphase Energy Microinverters - Enphase provides a 25 Year limited Warranty on IQ Microinverters installed after January 31, 2021.
https://enphase.com/sites/default/files/2021-05/USA-Canada-January-31-2021-Microinverter-Warranty-v3_0.pdf

The Law requires the contractor give you a notice explaining your right to cancel. Please initial if the contractor has given you a "Notice of three-Day Right to Cancel."

(gl) (_____)
DS initials initials

15% Minimum Cancellation Fee if canceled after 3-day Right of Rescission (See item 8 for details)

(gl) (_____)
DS initials initials

H.O.A. Approval Required Yes No

Lead Source: _____

DocuSigned by:
Groney Chauha
53076257387D479...

Buyers Signature

4/5/2023

Date of Contract

Agent Signature

Commercial General Liability Insurance:

Milholland Electric carries commercial general liability insurance by: Admiral Insurance Company.

Workers Compensation Insurance:

Milholland Electric carries workers compensation insurance for all employees, written by: State Compensation Ins. Fund.

Note About Extra Work and Change Orders:

The materials, quantities, and amounts listed in the Purchase Order are Seller's good faith estimate of the Project cost based on all factors known to Seller at the time of such estimate. Additional work not described in the Purchase Order or Work Order, or in the plans for the Project, may become necessary after the project has commenced ["Change Orders"]. Such Change Orders generally occur for one of two reasons:

a. The Seller discovers something previously unknown to it must be corrected to properly complete the Project or faithfully execute this Agreement.

b. The Purchaser requests changes to the Project after construction has already proceeded.

Seller may initiate a Change Order when circumstances existing or are discovered that require additional work to be done. Such circumstances could include the need to modify existing wiring, changes required by utility in regards to upgrading main electrical service, such as trenching or relocating service, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully complete the Project and assure that it conforms to local building codes. Purchaser initiates a Change Order when s/he requests changes to the Project following start of construction that require additional work to be done. Such circumstances could include requests to move the solar array from one roof to another, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original scope of the Project. Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Seller or Purchaser, any materials, quantities, and amounts listed in the Purchase Order are subject to revision, and the Total Contract Price may increase or decrease. All Change Orders should be committed in writing. However, any changes to the Project requested by Purchaser or required by Seller for the successful installation of the Project and for which Seller discusses such contemplated changes with Purchaser and Purchaser gives verbal assent, such verbal assent by Purchaser to such changes will have the same full force and effect as written assent once Seller has commenced construction of the Change Orders that were so discussed with Purchaser. Seller and Purchaser shall negotiate any Change Order and associated additional costs in good faith. Purchaser shall be bound by any changes or alterations requested by Purchaser to this Agreement or to plans for the Project, whether given verbally or in writing. Seller shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Order(s), including extra Labor and/or additional Materials, may be incorporated herein without invalidating this Agreement. Purchase will pay to Seller any net increase to the Purchase Order within ten (10) days of request or billing by Seller for any such Change Order.

If the Parties cannot agree on the compensation or time extensions for such Change Order, Seller may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, the Parties agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to Section 15 below.

Information about the Contractors State License Board (CSLB):

CSLB is the state consumer protection agency that licenses, and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosed complaints, disciplinary actions and civil judgment that are reported to CSLB. Use only for 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 are an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractors' employees.

For more information

visit CSLB Internet website at www.cslb.cs.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. box 26000, Sacramento, California 95826

List of documents to be incorporated into the contract

Cancellation Notice - Three Day Right to Cancel

Additional Scope of Work

1. Contract and Specifications

This is the entire contract. The parties are not bound by any oral expression or representation by any agent reporting to act for or on their behalf or by any commitment or arrangement not set forth herein. This contract binds jointly and severally all signing as buyer, their heirs, representatives, successors, and assigns.

A reasonable allowance on all the men shall be allowed. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and this contract, then this contract shall take precedence.

Unless otherwise specified, if all or any part of the following work is included in the contract, the following will apply. Any surplus material remaining after completion of the job shall remain the property of the seller. No credit is due owner upon return. Seller is not responsible for existing structural defects, dry rot or code violations or illegal conditions. No repairing, plastering, carpeting or decorating is included unless specifically charged for in specified. Seller is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or peers required or any of any unusual death required for same, such as but not limited to the condition caused by poor soil, lack of compaction, hillside, or other snow conditions, and May, but is not obligated to, correct same. Further, Seller shall have no liability to correct any existing defect which is recognized during the course of the work by the seller, public body or others and if required, corrections to be paid by buyer as an additional work.

2. Responsibilities Of Seller Conditions Of Limitations

Seller agrees to start and diligently pursue work through to completion, but shall not be responsible for delays or any of the following reasons failure of the insurance of all the necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of negligence or omission of buyer or buyer's employees or buyer's agent, acts of God, stormy or inclement weather, strikes, knockouts, boycotts, or other labor union activities, extra work order by the buyer, acts of Public Enemy, riots or civil commotion, inability to secure material through regular recognize channels, imposition of government priority or allocations or materials, failure of fire to make payments when do, or delays caused by the inspection or changes ordered the inspectors of the authorized government bodies, or for acts of independent contractors, or holidays or other causes beyond seller's control.

3. Termite Work

Seller shall not be obligated to perform any work to correct damage caused by termites or dry rot.

4. Assignment

Seller may assign this contract and assign a subcontract all or any portion of the work.

5. Protection Of Buyer's Property

Buyer agrees to remove or protect any personal property, inside and out including but not limited to carpet, rugs, drapes, furniture, shrubs planting and personal items and seller agrees to show due care with said items as well as cover, mass, protects shrubbery as possible and trim if necessary. However, seller shall not be held responsible for all or any of said items.

6. Damage to Work

Buyer understands and agrees that if this agreement is canceled after rescission period and after measurements and/or materials have been ordered for work to be performed, that the Buyer is liable for fifteen (15%) minimum of the total sales price and/or the total cost of the materials, cost of all labor, equipment, and permits already furnished and/or materials custom ordered that have been put into production, whether completed or just stated, as damages to the Seller.

If any of the following occur from any cause beyond seller's control as to make it impractical to complete the work, and either party may elect to cancel the work without liability except that buyer agrees to pay seller an amount equal to the actual cost of all labor, materials, equipment and permit already furnished plus

ordered terminated by public authority if the work is not canceled or ordered terminated, all work necessary to replace work already perform she'll be considered additional work to be paid for by the preceding sentence.

7. General Warranty

All products furnished by the seller include specific product manufacturers warranty, as well as labor warranties. The warranties give the buyer specific rides above and beyond industry standards. Warranties will be registered and issued upon completion and payments of project.

Limitations include but are not limited to negligence, lack of maintenance by buyer, high winds, earthquakes, other acts of God, termite infiltration, structural defects, efflorescence, mechanical or external physical causes as well as normal unavoidable occurrences, he cracks in concrete of normal settlement or structure and or any of the above conditions.

Manufacturer will furnish materials as indicated in each appropriate product warranty to repair those areas deemed necessary for the individual situation if, applicable. Labor to be included up to the individual limitations as outlined in the independent warranty for the applicable product.

Seller to repair complaint as necessary, as outlined in each specific product warranty, within a reasonable time frame subject to, but not limited to; product availability, inclement weather and labor availability as items contain in item number 2 of this Agreement. Warranties apply only to actual areas of work contained in original contract excluding any limitations set forth herein.

8. Termination:

Either party may terminate this Agreement for breach of a material term of this Agreement (including non-payment of fees), upon giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement shall not relieve Purchaser of its accrued payment obligations as of the date of termination. In addition, should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Seller or Contractor, or should the Project be stopped through act of neglect of Purchaser for a period of thirty (30) days or more, or should Purchaser fail to pay Seller upon ten (10) days after payment is due, then Seller or Contractor may, upon ten (10) days written notice to Purchaser, stop work or terminate this Agreement, and recover from Purchaser reimbursement for all costs and expenses incurred by Seller prior to the date of work stoppage.

9. Complaints:

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

10. Force Majeure:

Seller and Contractor shall not be liable for any delays in completion of Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary Materials; (ii) Seller's inability to obtain necessary Materials because of strikes, lockouts, fires, floods, earthquakes, or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Seller's or Contractor's reasonable control.

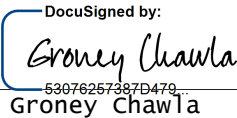
IN THE EVENT OF ANY DISPUTE, THE PARTIES WILL WORK TOGETHER IN GOOD FAITH TO RESOLVE ANY ISSUES, IF SUCH ISSUES CANNOT BE RESOLVED, THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE RESOLVED BY BINDING ARBITRATION IN SAN DIEGO COUNTY, CALIFORNIA, IN ACCORDANCE WITH THE THEN-EXISTING RULES FOR COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. NO ARBITRATION HEREUNDER SHALL INCLUDE, BY CONSOLIDATION, JOINDER OR IN ANY OTHER MANNER, ANY ADDITIONAL PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT, EXCEPT BY WRITTEN CONSENT OF BOTH PARTIES, ANY AWARD SHALL BE FINAL, BINDING, AND CONCLUSIVE UPON THE PARTIES, SUBJECT ONLY TO JUDICIAL REVIEW PROVIDED BY STATUTE; AND A JUDGMENT RENDERED ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL ORDER THAT THE COSTS OF ARBITRATION, INCLUDING ARBITRATOR'S FEES.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE EITHER ACCEPTING OR DECLINING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW. BY ACCEPTING YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY ACCEPTING BELOW, YOU ARE GIVING UP YOUR FIDUCIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT/DECLINE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Purchaser Accepts Declines Arbitration of Disputes

Purchaser's Initials: 

In witness hereof, the Parties have executed this Agreement in SAN DIEGO
in the County of SAN DIEGO, in the State of California.

Purchaser(s): 
Signature: _____
Printed: _____
Date: 4/5/2023

Signature: _____
Printed: _____
Date: _____

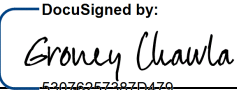
Seller and Contractor:
Milholland Electric
Signature: _____
Printed: _____
Date: _____

Acknowledgement of Cash Purchase

Congratulations on the Purchase of your New Solar Electric System.
By paying in cash, you are receiving our lowest possible price and maximizing you overall savings and investment return.

The following are acceptable forms of payment for our cash discount.

- 1. Personal Check
- 2. Certified Funds
- 3. Direct Wire Transfer


Purchaser Signature _____

The Purchaser ["You"] may cancel this transaction for purchase of a solar power system, without any penalty or obligation, within Three (3) business days from the execution date of the Agreement between the Parties.

If you cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within ten (10) days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, you must make available to Seller at the Site Address, in as substantially good condition as when received, any Materials delivered to You under this contract or sale, or You may, if You wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the Materials available to Seller and Seller 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 Seller and fail to do so, then You remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to:

Milholland Electric
1475 Cuyamaca st
El Cajon, CA 92020

By not later than midnight of _____

I hereby cancel the transaction to purchase a solar power system from Milholland Electric.

Signature: _____

Printed Name: _____

Date: _____

The Purchaser ["You"] may cancel this transaction for purchase of a solar power system, without any penalty or obligation, within Three (3) business days from the execution date of the Agreement between the Parties.

If you cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within ten (10) days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, you must make available to Seller at the Site Address, in as substantially good condition as when received, any Materials delivered to You under this contract or sale, or You may, if You wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the Materials available to Seller and Seller 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 Seller and fail to do so, then You remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to:

Milholland Electric
1475 Cuyamaca st
El Cajon, CA 92020

By not later than midnight of _____

I hereby cancel the transaction to purchase a solar power system from Milholland Electric.

Signature: _____

Printed Name: _____

Date: _____