



# *Terms and Conditions Agreement for Net Energy Metering Solar or Wind Electricity Generating Facilities*

**APPLICATION ID NUMBER:** \_\_\_\_\_

## **I, THE CUSTOMER, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

Customer is electing to interconnect and operate its solar and/or wind electricity generating facility in parallel with SDG&E's Distribution System, primarily to offset part or all of the Customer's own electrical requirements. Customer shall comply at all times with the Agreement as well as with all applicable laws, tariffs, and requirements of the California Public Utilities Commission ("CPUC").

### **Permission to Interconnect**

**Customers must not operate their Generating Facility in parallel with SDG&E's Distribution System until they receive written authorization for Parallel Operation from SDG&E.**

Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

### **Safe Operation of your Generating Facility**

Notwithstanding any other provision of this Agreement, if at any time SDG&E determines that either (a) the Customer's Facility, or its operation, may endanger SDG&E personnel, or (b) the continued operation of the Customer's Facility may endanger the safe and reliable operation of SDG&E's electrical system, SDG&E shall have the right to disconnect the Facility from SDG&E's system. Customer's Facility shall remain disconnected until such time as SDG&E is satisfied that the unsafe condition(s) have been corrected.

Customers interconnecting inverter-based Generating Facilities are required to comply with the requirements of Section Hh. of SDG&E's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SDG&E in accordance with SDG&E's Electric Rule 21.

### **Smart Inverters**

Inverter-based Generating Facilities are required to compliant with the requirements of Section Hh. of SDG&E's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SDG&E in accordance with SDG&E's Electric Rule 21.



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## Meter Access

Your meter must be installed in a safe SDG&E-accessible location and remain unobstructed. SDG&E's ability to access the meter must be maintained at all times for purposes, including, but not limited to, meter reading system maintenance, and system emergencies. Any animals owned by the customer, including pet dogs, should not have access to these areas to avoid hindering SDG&E service personnel from completing their work. If a self-contained meter is being utilized in lieu of an AC disconnect switch, the meter cannot be located within a residence or garage.

## Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the below list, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special SDG&E programs or regulatory agency requirements.

## Stale Agreements

If this agreement is still pending **two years from its date of submittal** and customer has not met all of the requirements, SDG&E will close this application and Customer will be required to submit a new application. should Customer wish to take service on Schedule NEM-ST.

## Interconnection Agreement Package

The following documents are needed to ensure safe and reliable operation of SDG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with SDG&E's tariffs. **To insure prompt attention and authorization of your project and to avoid any delays, we would like to be in receipt of your completed package at least two (2) weeks prior to the date that SDG&E receives the city or county electrical inspection release.**

## Required Documents for New Applicants:

1. A completed copy of this **Agreement**. **Please note:** the Customer name must be the same name as on the SDG&E bill. In this Agreement, Customer will confirm their otherwise-applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited. Customer-initiated rate changes are governed in accordance with SDG&E's Electric Rule 12.
2. A **single-line diagram** showing Customer's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all wind and/or photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Customer's loads relative to the Generating Facility, and the interconnection with SDG&E's Distribution System. The diagram must include the following information:



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- a. A description and location of the visible, lockable **AC disconnect switch**, if present.

**Effective January 01, 2010**, customers installing inverter-based systems will no longer be required to include an AC disconnect switch when the facility has a self-contained electric revenue meter (i.e., 0-320-amp socket-based meters or 400-amp K-based meters). This type of meter is used by the vast majority of all SDG&E customers.

To accommodate this change while maintaining utility operating safety needs, the revenue meter, when appropriate, may be temporarily removed by SDG&E to isolate the customer's inverter from the electric distribution system. Removal of the revenue meter (due to an emergency or maintenance on SDG&E's system) will result in loss of electrical service to the customer's facility or residence for the duration of time that work is actively in progress.

SDG&E *recommends* that customers installing an inverter-based generator consider also installing an AC disconnect switch to facilitate maintenance of the customer's equipment (i.e. inverter, PV arrays, etc.) without the need for interrupting service to the customer. The AC disconnect switch provides the additional benefit of allowing SDG&E to isolate the customer's generator from the utility's Distribution System without having to interrupt service to the customer's facility or residence but for customers with 30 kW or smaller NEM generating facilities, the switch is optional.

SDG&E's AC disconnect requirement for Distributed Energy Resources (Distributed Generation) will continue to apply to:

- Inverter-based interconnections having a transformer-rated meter (i.e., all meter panels or switchboards employing the use of potential and current transformers).
  - Non-inverter based generators, including rotating or machine-based generators – regardless if the service meter configuration is transformer-rated or self-contained.
- b. A description of the specific **inverter(s)** used to control the interconnection between SDG&E and the Generating Facility, including rating, brand name, and model number. CEC-certified inverters will pass the requirements for Simplified Interconnection per SDG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
- c. A complete description of the **generating equipment that the Customer plans to install**. If the Generating Facility includes photovoltaic panels, the description must include the manufacturer name, model number, number of panels, and the nameplate rating. If the Generating Facility includes a wind turbine, the description must include the manufacturer name, model number,



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number of turbines, and the nameplate rating. Only CEC-certified inverters and certified wind-turbine generators without separate inverters will pass the requirements for Simplified Interconnection. (The CEC's list of inverters is available: [www.gosolarcalifornia.org/equipment](http://www.gosolarcalifornia.org/equipment))

- d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

If applicable, a complete description of energy storage devices, including, but not limited to, the battery manufacturer, battery model number, the inverter model number, nameplate rating in kilowatts, CEC-AC rating, quantity, output voltage and phase. **Indemnity and Liability**

Each party as indemnitor shall defend, hold harmless, and indemnify the other party and the directors, officers, employees, and agents of the other party against and from any and all loss, liability, damages, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damages, claim, cost charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facility, or (b) the making of replacements, additions betterments to or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, damage, or expense resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other party in enforcing this indemnity.

### **Term of Agreement**

This Agreement shall become effective as of the date of SDG&E's issuance of the Permission to Operate Letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with SDG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM-ST.

### **Governing Law**

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.



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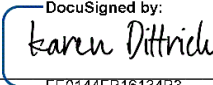
### **Rates**

Customer understands that SDG&E's rates and rate design are subject to change from time to time.

**Customer understands and agrees that it must not operate its Generating Facility in parallel with SDG&E's Distribution System until Customer receives written authorization for Parallel Operation from SDG&E.**

Pursuant to California Public Utilities Commission Decision 14-11-001, SDG&E is required to provide certain data to the CPUC or its contractors regarding NEM Customers, including but not limited to customer identification information, contractor identification information, system ownership status, cost, etc. By filling out and executing this Application, you authorize SDG&E to release any and all information contained herein to the CPUC and/or its contractor without further notification or consent.

Customer Name (Please Print): Karen A. Dittrich

Customer Name (Signature):  Date: 9/14/2019

A copy of this signed Agreement should be retained with the "Permission to Operate" letter to confirm Interconnection approval

**Keep for  
Tax Preparer**



**HOME IMPROVEMENT CONTRACT**

Contractor's License Number: CA 978152 B C-10 C-46 C-39

**MAILING ADDRESS** 1805 John Towers Avenue, El Cajon CA 92020

Main Office 619-715-4054 Fax 858-754-1818

Contract dated 9/14/19 between Semper Solaris Construction Inc. (hereafter "Contractor")  
and Home Owner(s) Karen Dittrich (hereafter "Customer")  
Home Address 7152 Sitio Corazon Carlsbad, CA 92009  
Jobsite Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell karen 650-255-1825 Work \_\_\_\_\_  
Email karendittrich@comcast.net

**Contract Price Down Payment and Schedule of Progress Payments**


Total Contract Price of \$ 17,950 Down Payment \$ 1,000 by check  
Additional Program Details:

- All payments made by check
- Referral from Hector Ortega
- Summer Heat discount applied, Online Coupon discount applied, Referral discount applied, all discounts included
- 25 Yr Panasonic Power, Performance and Production warranties including labor and shipping
- 15 Yr roof penetrations warranty


Financing if applicable is provided pursuant to separate documentation and in accordance with the parameters of such finance program on approved credit

Due at Commencement \$ 13,560 by check Due at City Inspection \$ 3,390 by check

**FINAL PAYMENT CASH OR FINANCED IS DUE AND AUTHORIZED UPON PASSING CITY INSPECTION.**

**X** 

**UNDER NO CIRCUMSTANCES WILL CONTRACTOR GUARANTEE OR BE HELD LIABLE FOR TAX CREDIT ELIGIBILITY. CUSTOMER MUST CONSULT A TAX PROFESSIONAL**

**X** 

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 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 IS 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.

**Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:**

(15) Panasonic 330 watt panels with SolarEdge per panel monitoring  
 Type and # of Panels/Inverters \_\_\_\_\_

4.95 KW

Total DC rating of System and other work to be completed \_\_\_\_\_

Approximate Start Date (provided all required permits are received and payments due made) 8-10 wks

Approximate Completion Date (subject to permissible delays as provided in this contract) 10-12 wks

Average Monthly Electric Bill \$ NA Average Monthly kWh Usage NA

Exact Name on Electric Bill TBD

Power Company Account # TBD Meter # TBD

This system will produce an **estimated** 1st year average of approximately 687 kWh/month ☒ DS

Production estimate is + or -10% based on established norms, historical weather expectations and changing site conditions.

**Substitutions.** Rarely, due to supply fluctuations, it is possible that equipment ordered may not be available at the time of installation. It is possible that we may be able to substitute similar or better equipment **WITH CUSTOMER APPROVAL**. As this is beyond our control it could result in a delay past the expected completion date.

**Delays.** While unusual, local power companies and building departments sometimes create severe delays in permitting and interconnection. Contractor will keep the customer informed but cannot always expedite in time for install date.

**In particular, service upgrades frequently create severe delays and require substantial extra cost.** ☒ DS

**Notice.** Due to variations in the weather and other environmental conditions surrounding a solar electric system, Contractor cannot guarantee the specific performance of your solar electric system nor the period of payback for your investment; however, the design of this proposed system is expected to provide the 1<sup>st</sup> year output outlined above.

**Online Monitoring.** Online monitoring is inherently unreliable and so customer must monitor that system is functioning.

**Contractor does not monitor system performance.** Periodic internet outages are unavoidable. Broadband "always on" internet is required (Cable, DSL). Satellite, hotspots, Dialup will not work properly. Home visits to re-connect disconnected internet monitoring will incur a \$75/hour plus material fee. While monitoring outages do not typically coincide with system outages, it is possible.

**CONTRACTOR WILL FIX BROKEN EQUIPMENT UNDER WARRANTY WHEN SUPPLIED BY THE MANUFACTURER BUT WILL NOT BE LIABLE FOR LOST PRODUCTION DUE TO MALFUNCTION OR DEFECT** ☒ DS

**Note about Extra Work and Change Orders.** Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**Performance of Extra or Change-Order Work Notice.** Customer may not require Contractor to perform change order work without providing written authorization.


Contractor carries Commercial General Liability Insurance and Workers' Compensation Insurance

Customer has reviewed and fully understand the Terms and Conditions on the back of this form, which are incorporated by reference into and part of this contract.

Customer has read and agrees to arbitration terms expressed in Paragraph 12 in the Terms and Conditions.

☒ 

**Three-Day Right to Cancel.** The law requires that the Contractor give you a notice explaining your right to cancel. Initial here if the Contractor has given you a "Notice of the Three Day Right to Cancel."

☒ 

If the homeowner cancels after this time frame the homeowner will be responsible for contractor costs including, at a minimum, labor, materials, permitting and engineering fees already incurred.

**List of Documents to be Incorporated into the Contract.**

- A. Terms and Conditions
- B. Three Day Right to Cancel; Notice of Right to Cancel
- C. State required Mechanics lien warning

**You are entitled to a completely filled in copy of this contract, signed by both you and Contractor, before any work may be started.**

Notice of Cancellation may be sent to the Contractor at the address noted below:

1805 John Towers Avenue, El Cajon CA 92020  
Telephone: (619)715-4054 Facsimile: (858)754-1818

CUSTOMER ☒  9/14/2019  
Signature Date

CUSTOMER ☒ \_\_\_\_\_  
Signature Date

CONTRACTOR ☒ \_\_\_\_\_  
Signature Date



## TERMS AND CONDITIONS

These terms and conditions (these "**Terms**") are the only terms that govern the provision of services by Contractor to Customer. The accompanying Home Improvement Contract and these Terms (collectively, this "**contract**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Home Improvement Contract, these Terms shall govern unless the Home Improvement Contract expressly states that the terms and conditions of the Home Improvement Contract shall control. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Contractor has no authority to activate the solar electric generating system (the "**System**"). Only the utility company that provides service to Customer's home can activate the System and Contractor has no control over the timeliness of the activation/inspection of the System. Customer agrees not to hold or refuse to pay final payments due in connection with this contract until the utility inspection, and agrees to submit final payment to Contractor upon completion of installation of the System (the "**Project**").
2. Customer will deliver to Customer's home owners association ("**HOA**") all necessary plans and permits or details as HOA requires for approval of the Project. If Contractor provides Customer with any permit, plans, and engineering as required, Contractor will give additional copies to Customer for submittal to HOA. Customer agrees to pay all fees associated with the approval of the HOA.
3. HOAs may require building permits to be submitted as part of the HOA's approval process. Should the HOA deny approval of the Project, the cost of securing the permit will be included in the expenses deducted from the Customer's deposit/down payment. Any deposits required by the HOA for the purpose of reviewing the Project for approval and/or to be held as a retainer for HOA inspection of the Project post construction are to be paid directly by Customer.
4. A change order for changes to the work to be provided or for additional work shall be incorporated into this contract only if it is in writing and signed by both parties prior to the commencement of any work covered by the change order.
5. Pre-existing roof conditions that are deemed incompatible with System construction may be identified by Contractor during the initial sales presentation or during the subsequent pre-construction inspection. All recommendations regarding pre-existing roof conditions, roof compatibility for installing PV modules, shading issues, etc. that may hamper System performance will be communicated to Customer and may delay installation until such conditions are resolved by Customer. If roof damage/disrepair is discovered during the Project, Customer is responsible and must fix such damage/disrepair prior to Contractor commencing or re-commencing its work. Contractor is not responsible for roof leaks not directly caused by its work installing the System, nor any damage to personal property resulting from any roof leaks.
6. Customer may have a broad spectrum of pre-existing electrical conditions at the installation site, which may arise out of the original construction, the quality of original workmanship and materials, and subsequent retro-fit electrical work performed on the property. Contractor, Municipality Inspectors and/or Utility Inspectors may identify items that are not up to code and/or present a safety hazard. If such conditions or problems are identified, a change order will be required for increased costs associated with the additional work necessary to rectify the identified items.
7. The System must have emergency disconnects accessible from the street at all times and not be behind any gates. Utility companies must grant approval for special circumstances that cannot conform to this requirement. Obtaining a utility company's approval for alternative System disconnects and monitor mounting locations will cause delays in Project completion. Absent this approval, Customer agrees to the relocation of the required equipment which may require substantial additional work and may result in a change order and additional costs.
8. Radio signal system monitoring devices have inherent reception problems that may be related to inverter location and interference and may not function properly in all locations within the home. The final mounting location for remote displays hard wired to the inverter will be discussed between Contractor and Customer. Contractor will not be responsible for damage, loss of data, or functionality of the data transfer from remote monitoring devices to Customer's computer equipment when Customer integrates downloaded software. Customer is responsible for providing IT services required to interface internet-based monitoring devices to the internet per the manufacturer's instructions. Contractor is only responsible for the physical installation of the internet-based system monitoring device to the PV system, but not the monitoring device's connection to the internet..
9. Utility company approval typically requires, but is not limited to, receipt of the following information: physical address of record as recognized by the utility; utility meter and account numbers; contact address and phone number for Customer. Customer locks may need to be replaced with locks that are operable by both the customer and the utility from the exterior of the property and animals are not permitted to roam free in the area where the System is located. Additional work may be required to bring Customer's site and System accessibility into compliance with utility requirements.
10. Customer is advised that additional costs may be incurred should the permitting jurisdiction for the installation site require Professional Wet Stamped Structural and/or Electrical Engineering that will result in a change order. The Project will be placed on hold until Customer approves the additional expenditures. Any outstanding delinquencies, violations, or prior permits with the site's municipal jurisdiction must be resolved by Customer before permits can be obtained, causing the Project to be placed on hold..
11. Should Customer, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the price to be paid in connection with this contract shall be adjusted accordingly. Modification or addition to the work shall be executed only when a change order has been signed by both Customer and Contractor. The change in the price in connection with this contract caused by such change order shall be as agreed to in writing, or if the parties are not in agreement as to change in price, Contractor's actual cost of all labor, equipment,

subcontracts and materials, plus 10% for its overhead and 20% for profit shall be the change in price for the contract. The change order may also increase the time within which the services are to be completed in connection with the contract. Contractor shall promptly notify Customer of: (a) latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for Customer as additional work, not covered by the initial price for the work to be done under this contract.

12. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court. Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph.

By initialing in the space provided above in the Home Improvement Contract, Customer is agreeing to have any dispute arising out of the matters included in paragraph 12 above decided by neutral arbitration as provided by California law and is giving up any rights to have the dispute litigated in a court or by jury trial. By initialing in the space provided above Customer is giving up judicial rights to discovery and appeal, unless those rights are specifically included in paragraph 12 above. If Customer refuses to submit to arbitration after agreeing to this provision, Customer may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Customer's agreement to this arbitration provision is voluntary. Customer has read and understands the foregoing and agrees to submit disputes arising out of the matters included in paragraph 12 to neutral arbitration. In the event that Customer has not initialed the space above, then it shall be conclusively agreed, without a subsequent written agreement by all parties, that neither party agrees to arbitrate, and paragraph 12 shall not be deemed to be a part of this contract.

13. Customer acknowledges the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. Contractor will make reasonable effort to match all existing conditions, i.e., textures and colors; however exact duplication is not promised or guaranteed.

14. Past due payments shall bear interest at the lesser of the greatest interest rate permitted by applicable law and the rate of 1 1/2% per month (18% per annum), until paid in full. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this contract. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that Contractor may have. Failure by Customer to make payment when due is a material breach of this contract and Contractor may terminate this contract upon Customer's failure to pay any amount when due.

15. If this is a credit transaction, the agreement for credit is contained in a separate document which is incorporated herein by reference and made a part hereof. Customer hereby authorizes Contractor to verify and review Customer's credit with an independent credit reporting agency and multiple lenders and hereby releases them from all liability incurred from inadvertent omissions or errors. This contract shall be modified or amended only by a writing signed by each of the parties. In no event shall any verbal representations become binding on Contractor. By signing this agreement the customer authorizes the contractor to take payment from applicable financial institution. Contractor does not need a separate authorization to receive payment when due.

16. Customer understands that this document does not constitute a valid and binding contract for any purpose until and unless it is signed and accepted by Contractor. In the event this offer to contract is not accepted by Contractor, any payment made hereunder shall be refunded to Customer and the proposal shall be null and void and of no effect.

17. If any provision of this contract, or part thereof, is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision, or part thereof, shall nevertheless continue in full force and effect.

18. It is understood the Contractor may not install the System but may arrange for the performance of the installation by a qualified installer. You also authorize Contractor (a) to issue an installation work order with the specifications shown herein and (b) to pay the installer upon your execution of a completion certificate establishing that the installation has been satisfactorily completed. You agree to pay Contractor the amount specified herein which will cover the price of materials and the installation charges. Any surplus material remaining after completion of this job shall remain the property of the Contractor. No credit is due to Customer on returns.

19. Contractor shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this contract, for any failure or delay in fulfilling or performing any term of this contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the control of Contractor including, without limitation, humidity, temperature, inclement weather, vandalism, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

20. All materials are covered under manufacturer's warranty. Contractor warrants to Customer that it shall perform its labor using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Contractor is not responsible for existing structural defects, dry rot, or code violations and Contractor shall bear no liability for damages of any kind resulting from structural cracks, defects, faulty construction, design or materials. No repairing, plastering, carpentry or decorating is included in the services to be provided under this contract unless specifically charged for and specified in writing herein. The warranty provided above gives Customer specific legal rights, and Customer may also have other rights which may vary from state to state. Please ask

the applicable sales representative for additional warranty details. Service under the warranty is available by contacting Contractor. There will be a \$75.00 trip charge associated with service requests after the labor warranty is exhausted. Customer will be charged an hourly fee and any material expenses that are not covered under warranty. Contractor will get prior authorization from Customer before any work is commenced. Networking issues for monitoring will result in service charges if the communication breakdown is due to the Customer altering/moving/damaging the system.

21. If there is a breach of the warranty provided in paragraph 20 and damage to any component of the System for ten (10) years after the date of completion due to Contractor's faulty installation, Contractor shall, in its sole discretion, either: repair or re-perform such services (or the defective part); or credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN PARAGRAPH 20 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 20.

22. EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 20, CONTRACTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

23. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

24. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE 6 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

25. Contractor shall use reasonable efforts to meet any performance dates specified in the Home Improvement Contract, and any such dates shall be estimates only.

26. Customer shall cooperate with Contractor in all matters relating to the Project and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Contractor, for the purposes of completing the Project, and respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to complete the Project in accordance with the requirements of this contract.

27. If Contractor's performance of its obligations under this contract is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or guests, Contractor shall not be deemed in breach of its obligations under this contract or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

28. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

29. No waiver by Contractor of any of the provisions of this contract is effective unless explicitly set forth in writing and signed by Contractor. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

30. All matters arising out of or relating to this contract are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

31. This contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

32. 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 is filed within three years of the date of the alleged violation. Any question concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826. See attached "NOTICE ABOUT CONTRACTORS STATE LICENSE BOARD", which is made a part of this Contract.

**MECHANICS LIEN WARNING****Semper Solaris Construction Inc. 1805 John Towers Ave, El Cajon CA 92020 619.715.4054 Lic. 978152****Statutory Notice Regarding Mechanic's Liens.** The following statutory notice is provided in accordance with California Business & Professions Code Sections 7159 and 7164:

You have the right to require the Contractor to furnish you with a performance and payment bond; however, the Contractor can require you to pay for that bond. 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.

**Release:** Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement to be performed, a full and unconditional release from any claim or mechanic's lien pursuant to Sections 8400 & 8404 of the Civil Code for that portion of the work for which payment has been made.

**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 Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

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

**Information about the Contractors' State License Board (CSLB).** The following statutory notice is provided in accordance with California Business & Professions Code Section 7159:

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 report to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.


**For more information:**

Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826

**CUSTOMER**

Karen A. Dittrich

**Name**

DocuSigned by:  
  
 FE0144FB16134B3...

**Signature**

9/14/2019

**Date**

**NOTICE OF THREE-DAY RIGHT TO CANCEL.**

**CUSTOMER NAME** Karen Dittrich

The following statutory notice is provided in accordance with California Business & Professions Code Section 7159:

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

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under this contract.**

**NOTICE OF CANCELLATION**

**DATE OF AGREEMENT** 9/14/2019 **CANCEL NO LATER THAN 3 DAYS**

You may cancel this transaction, without any penalty or obligation, within 3 days from the date of agreement. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, fax, email, mail, or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:  
Semper Solaris Construction Inc. 1805 John Towers Ave. El Cajon CA 92020 Fax 858.754.1818

I hereby cancel this transaction on \_\_\_\_\_ (Date)

Buyer Name \_\_\_\_\_ Buyer Signature \_\_\_\_\_