

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: \$38,299

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), or 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 Three-Day Right to 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.

If the attached contract was not negotiated at the contractor's place of business, and you are 65 years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159 and AB 2471 Maienschein, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel

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, address, and the date you received the signed copy of the contract and this notice.

Senior Citizen 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 notice 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, address, and the date you received the signed copy of the contract and this notice.

SOLAR INSTALLATION AGREEMENT



THE ENERGY SERVICE PARTNERS PROMISE

Energy Service Partners is proud to have served thousands of California families for many years. Thank you very much for making an educated decision to work with us.

We are grateful that your local utility company is not only allowing the installation of a residential solar system, but also taking an active interest in the quality of work being performed. The following document prepared by the California Public Utilities Commission helps to ensure that you have chosen a competent contractor who will provide you an experience and end product that meets or exceeds industry standards.

Our promise to you is that we are here for you. If you have any questions regarding anything you read below, please feel free to give us a call at 866-865-4559 or drop us an email via support@joinesp.com. We look forward to serving you and your family!

FULLY LICENSED, BONDED AND INSURED

HIGHEST LEVEL OF SERVICE, QUALITY,
AND SUPPORT

INDUSTRY LEADING WARRANTIES

CLEAR AND TIMELY COMMUNICATION

FULL DISCLOSURE AND INTEGRITY

FRIENDLY AND KNOWLEDGEABLE
SUPPORT STAFF



HOME IMPROVEMENT AGREEMENT (SOLAR)



CUSTOMER &
PROPERTY OWNER(S)

PROPERTY LOCATION

DATE

Thomas Pikor

7631 Wiscasset Drive

04-06-2022

West Hills, California, 91304

This HOME IMPROVEMENT AGREEMENT ("Contract") is entered into by and between ENERGY SERVICE PARTNERS INC., a California corporation dba ESP CONTRACTING ("CONTRACTOR" or "ESP"), and the party or parties identified above as the Customer & Property Owner(s) ("you" or the "CUSTOMER") under the following terms and conditions:

SYSTEM DETAILS

Due at Signing
\$0

Contract Price
\$38,299

System Size
8.8 KW

Estimated 1st Year Production
13554 kWh

Workmanship Warranty
25 Years

Equipment Warranty
25 Years (Panels)
25 Years (System)

Potential Tax Credit
\$9866.8772

Estimated Setup & Delivery
05-21-2022

Description of the Project, Description of the Significant Materials to be used, and Equipment to be Installed

- 20 - Aptos DNA 440W BOB (or Similar)
- Inverter Determined By ESP Upon Site Inspection
- Market Adjustment
- Roof Adder
- Service Plan - Visit www.joinespservices.com/standard_plan

CONTRACTOR

(Notice of Cancellation may be mailed to Contractor at the below address)
Energy Service Partners Inc., dba ESP Contracting
970 West 190th St, Suite 302
Torrance, CA 90502
Phone: (866) 865-4559
License: CSLB# 619149

HOME IMPROVEMENT AGREEMENT (SOLAR)



You are entering an agreement to purchase an installed energy generation system, also known as a "solar system," and sometimes referred to herein as simply the "system." You will own the system installed on your property. You may be entitled to federal tax credits because of the purchase, and should consult your tax advisor for further details. If you are financing the purchase through a third-party, certain of the rights and obligations of this Contract are subject to you receiving such financing.

OR



If you are paying ESP directly, you will need to make a downpayment and two progress payments, as discussed below.

DOWNPAYMENT

A \$1,000 downpayment is due at signing. **PLEASE NOTE THAT, PER CALIFORNIA LAW, THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. ACCORDINGLY, ESP WILL NOT ACCEPT A DOWNPAYMENT OF MORE THAN \$1,000.**

SCHEDULE OF PROGRESS PAYMENTS

Per California law, 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 DOWNPAYMENT.

As required by California law, the phases of work, including the type and amount of services scheduled to be supplied in each phase, along with the amount of each progress payment, are as follows:

Phase One/First Progress Payment: \$ 26809.0

Phase One/First Progress Payment is due when the site survey and engineering designs have been completed, permits have been issued, and the materials described above have been delivered.

Phase Two/Second Progress Payment: \$ 11490.0

Phase Two/Second Progress Payment is due after the system has been installed and city inspection approval has been obtained.

HOME IMPROVEMENT AGREEMENT (SOLAR)



1. GENERAL TERMS AND CONDITIONS

(a) The work identified in this Contract ("Work") shall be inspected by CUSTOMER upon substantial completion of the Work by CONTRACTOR. Failure of the CUSTOMER to inspect the Work within seven (7) days after notice by CONTRACTOR to CUSTOMER that the Work is substantially completed shall constitute a waiver of CUSTOMER'S rights of inspection and shall be equivalent to acceptance of the Work. No agent, employee, or representative of CONTRACTOR has any authority to bind CONTRACTOR to any affirmation, representation, or warranty concerning the Work under this Contract and, no such affirmation, representation, or warranty shall be enforceable by CUSTOMER unless specifically included in this Contract.

(b) CUSTOMER agrees to protect, defend, indemnify, and hold harmless CONTRACTOR and CONTRACTOR'S employees, officers, directors, agents, subcontractors, heirs, successors, and assigns from and against any and all claims, demands, actions, causes of action, liability or liabilities, proceedings, fines and/or penalties, arising out of: (i) any CUSTOMER-provided materials; (ii) CUSTOMER'S breach of this Contract, or (iii) any conduct, work, or any action or inaction, by anyone other than CONTRACTOR or CONTRACTOR'S employees, officers, directors, agents, subcontractors, heirs, successors, or assigns. However, this indemnification shall not apply to liability arising out of the sole negligence or willful misconduct of CONTRACTOR, or CONTRACTOR'S agents, including independent contractors who are directly responsible to CONTRACTOR. This indemnification shall extend to claims occurring after this Contract has been terminated or has been fully performed, as well as while it is in force. This indemnification shall not be limited by insurance requirements or by any other provision of this Contract.

(c) CONTRACTOR shall not be responsible for delays, cost increases, or damages associated with inspections, government action or inaction, the permit process, loan funding or disbursement, weather or acts of God, earthquakes, tornadoes, hurricanes/typhoons, strikes, boycotts, union disputes, or an inability to procure materials through routine channels of commerce (hereinafter, each, an "Outside Event"). CONTRACTOR shall also not be responsible for any unusual depth or infrastructure required by a governmental authority or a public utility for all or any part of the Work to be performed including, but not limited to, such requirements as relate to the condition caused by poor seal, lack of compaction, hillside or other slope or drainage conditions.

(d) CUSTOMER agrees to sign and record a Notice of Completion within five (5) days after completion of the Work. If CUSTOMER fails to file the Notice of Completion within five (5) days after completion of the Work, CUSTOMER hereby appoints CONTRACTOR as CUSTOMER'S agent who may sign and record the Notice of Completion on behalf of CUSTOMER if CONTRACTOR so chooses.

(e) CUSTOMER and CONTRACTOR hereby agree that, in the event of any breach of this Contract by CONTRACTOR, CUSTOMER shall not be entitled to, and hereby waives, any claim of any consequential or incidental damages to the extent permitted by California law. In no event shall CONTRACTOR be responsible to CUSTOMER, in damages, for any amount in excess of the amount of this Contract. Any action for breach of this Contract must be commenced within one (1) year of the breach.

(f) This Contract shall not be assigned by either party without prior written consent of the other; provided, however, CONTRACTOR reserves the right to subcontract any and/or all of the Work under this Contract to any duly licensed persons or entities.

(g) This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed under this Contract exists between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

(h) If the work of CONTRACTOR shall be stopped under any order of the court or other public authority, for a period of thirty (30) days or more, through no act or fault of the CONTRACTOR, his employees or agents, CONTRACTOR shall have the right to stop work or terminate this agreement and recover from CUSTOMER payment for all work performed, including, but not limited to CONTRACTOR'S profit and overhead on work performed, whether complete or not.

HOME IMPROVEMENT AGREEMENT (SOLAR)



(i) If necessary, CUSTOMER shall immediately make application to a lending institution to finance this Contract. If CUSTOMER is not able to obtain financing within thirty (30) days after execution hereof, then this Contract shall be terminable at CONTRACTOR's option. CUSTOMER shall authorize the lending institution to deliver evidence, satisfactory to CONTRACTOR, of construction financing.

(j) CUSTOMER understands and agrees that data loss and invasions of privacy are inherent risks of using electronic networks. CONTRACTOR cannot and does not guarantee the ability of any software, hardware, or equipment to stop a cyber-attack or other invasions of privacy against CUSTOMER and CONTRACTOR shall not be, under any event or scenario, responsible for any loss of CUSTOMER's, or any third party's, data or privacy.

(k) Upon satisfactory payment being made for any portion of the Work performed, CONTRACTOR, prior to any further payment being made, shall furnish to CUSTOMER a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

(l) CUSTOMER understands and agrees that CONTRACTOR may take and use photographs of the Work and/or CUSTOMER's property, for trade, advertising, internet, website or social media use, and/or any other purpose, without restriction or CUSTOMER's approval. CUSTOMER hereby releases CONTRACTOR from any and all claims or liability relating to CONTRACTOR's right to take, use, alter, and composite said photographs.

(m) CUSTOMER understands and acknowledges that: (i) all roofs, including CUSTOMER'S roof, will ultimately require repair and/or replacement ("Replacement"), and such Replacement may require the system to be removed and/or reinstalled, and (ii) in the event of such Replacement, CONTRACTOR is not obligated to remove and/or reinstall the system.

(n) CUSTOMER understands and agrees that, if CUSTOMER'S residence is located within a common interest development, the governing homeowners association ("HOA") may require HOA approval of any solar system to be installed at CUSTOMER'S residence, and CUSTOMER is obligated to obtain any such HOA approvals that are required for the system to be installed by CONTRACTOR.

2. APPROXIMATE START DATE

Work under this Contract shall be deemed to have substantially commenced when CONTRACTOR moves equipment, including but not limited to tools and materials, onto the work site.

2022-04-13

3. APPROXIMATE COMPLETION DATE

2022-07-05

4. CHANGE ORDERS

If CUSTOMER, construction lender, or any public agency or inspector directs any modification or addition to the Work covered by this Contract, the cost shall be added to the contract price plus twenty percent (20%) for overhead and profit. As the extra work progresses, payments for extra work will be made concurrently with payments made under the payment schedule.

5. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra work and change-orders become part of this Contract once the order is preparing in writing and signed by the parties prior to the commencement of 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.

CONTRACTOR and CUSTOMER agree that changes in the Work requested by email and agreed-upon by a reply email (not automatic) shall be deemed a valid, enforceable written change order signed by both parties. CUSTOMER may not require CONTRACTOR to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new extra work or change-order.

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Extra work or change-orders are not enforceable against the CUSTOMER unless the change order identifies all of the following in writing prior the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from the contract; (iii) the effect the order will make in the progress payments or completion date.

However, CONTRACTOR'S failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable principles designed to prevent unjust enrichment.

6. CONTRACT EXCLUSIONS

Unless included elsewhere in this Contract, this Contract specifically EXCLUDES the following:

(a) The removal and/or disposal of hazardous materials and/or substances and/or products including, but not limited to, asbestos, lead, petroleum and/or hydrocarbon substances, and/or products and/or materials which contain asbestos, lead, petroleum, and/or hydrocarbon substances.

(b) Any work not specified in this Contract or expressly incorporated by reference in the duly signed Extra or Change-Order Work form.

7. SPECIAL TERMS APPLICABLE TO SOLAR INSTALLATIONS

(a) CONTRACTOR shall secure any permits, permit fees, and/or approvals which are or may be required by any local, state, or federal agency or department to complete of the project, unless otherwise expressly specified to the contrary in the Contract.

(b) CUSTOMER authorizes CONTRACTOR to install the system at the Project Address and agrees to pay CONTRACTOR the Contract Price for the system and Work. CONTRACTOR agrees to sell and install the system at the Project Address in compliance with applicable Laws. CONTRACTOR shall not be liable for any damage or loss sustained by CUSTOMER as a result of:

i. A condition existing on, over, or under the Project Address or relating to a condition which has not been fully disclosed to CONTRACTOR by the CUSTOMER in writing prior to the Effective Date.

ii. Delays in the installation of equipment, delays for equipment failure, or for delays caused by interruption of service, to the extent said delays are due to an Outside Event (CONTRACTOR makes no promise of delivery and installation of equipment or commencement of services by any particular date).

iii. Drilling and cutting into certain areas of the Project Address in or near the area where the system will be installed (CONTRACTOR shall have the right to determine the method, details, and means of installing the system).

iv. Property lines and setbacks, which CUSTOMER shall be responsible to identify and mark, if requested, for CONTRACTOR.

(c) While CONTRACTOR, its subcontractors or agents are at the Project Address providing services and Work, CUSTOMER agrees:

i. To give CONTRACTOR, subcontractors, and equipment access to the Project Address during normal working hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Saturday, excluding national holidays) to complete the Work.

ii. To ensure that the Project Address is free of preexisting hazards (including, without limitation, unsafe physical conditions, environmental hazards, and building/zoning code violations, and a condition existing in violation of any Law).

iii. To ensure that the security system at the Project Address, if any, shall not interfere with installation of the system.

iv. To prevent the presence of unattended minors at the Project Address.

v. To control pets and keep them away from work areas.

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- vi. To keep posted permits on display at all times.
- vii. To supply all utilities unless otherwise agreed in writing; and
- viii. To remove or protect any personal property.

(d) CONTRACTOR is not responsible for CUSTOMER's failure to remove or protect paint, carpets, drapes, furniture, landscaping, shrubs, plants, hardscaping, sidewalks, driveways, or other personal items. CONTRACTOR agrees to use reasonable care so as not to damage said items as are reasonably designated by CUSTOMER or are obvious after a visual inspection by CONTRACTOR (herein, collectively, the "Customer Personal Property"), but CONTRACTOR shall not be liable for any and all damage to all or any part of the Customer Personal Property that CONTRACTOR has asked the CUSTOMER to remove and safely store or where damage to such Customer Personal Property was reasonably foreseeable in connection or relating to CONTRACTOR's performance of all or any part of the Services.

(e) In the event that the Work described in the System Description includes 'AtticPackage' and CONTRACTOR determines during a site inspection that either live knob and tube electrical wiring, asbestos, or other hazardous material exists and their removal would be required in order to provide a safe installation of the 'Attic Package', both CONTRACTOR and the CUSTOMER mutually agree to eliminate 'Attic Package' from the scope of work and increase the number of solar panels to near the equivalent amount of savings as the 'Attic Package' would have provided.

(f) CUSTOMER may be eligible for a federal solar investment tax credit, but CUSTOMER acknowledges that eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, CUSTOMER must have federal income liability that is at least equal to the value of the credit. CONTRACTOR is not responsible for CUSTOMER's receipt of any tax credits related to the system. CONTRACTOR does not provide tax advice and nothing in this Contract is intended to be used as tax advice. In order to determine CUSTOMER's eligibility for any federal solar investment tax credit, CUSTOMER should consult with independent tax advisors, a CPA, or an attorney.

(g) CONTRACTOR may cancel this Contract prior to starting, or during the Work, for the following reasons:

- i. Prior to commencement of the Work, we may cancel this Contract for any reason, at which time we will return the Deposit and any paid portion of the Contract Price, minus the Reimbursement Amount. Contractor shall have access to the Project Address at any time prior to or after its acceptance of this Contract to conduct a review of the scope of the Work and to conduct a field inspection of the description of Services. We may elect to cancel or reject this Contract if we determine, in our sole and absolute discretion, that conditions existing at the Project Address or contemplated in this Contract do not allow for the delivery of the Work for the Contract Price.
- ii. After the Work has commenced, CONTRACTOR may cancel this Contract if CONTRACTOR's completion of all or material part of the Work becomes impractical or impossible due to: (1) increased costs or unavailability of labor, equipment, or materials used or to be used in connection with the Work; (2) delays which, cumulatively or individually, exceed 60 days; (3) damage to the completed portion of the Work; (4) material damage or destruction of the Project Address; (5) termination of the Work by a governmental authority or public utility with jurisdiction; or (6) an Outside Event.
- iii. If an Outside Event occurs and the Work is not terminated, all work necessary to replace and/or repair Work already performed shall be additional work to be paid for by CUSTOMER, and the term of completion of the Work shall be extended by the period(s) of any and all delays to the extent attributable to the Outside Event or other cause beyond the reasonable control of CONTRACTOR.

8. WARRANTY

CONTRACTOR provides a 25-year limited warranty on workmanship and solar panels and a 10-year-limited roof work warranty, as more particularly described in, and subject to the terms and conditions of, the Limited Warranty attached hereto as Exhibit 1.

HOME IMPROVEMENT AGREEMENT (SOLAR)



9. UTILITIES

CUSTOMER'S utility may credit, or purchase electricity produced by the system as outlined in the utilities' net metering agreement and interconnection agreement. CONTRACTOR will work with the utility to obtain approval to connect the system to the electric meter. CONTRACTOR is not affiliated with any utility or government agency, is separate from CUSTOMER's utility company, and does not guarantee production or the purchase of electricity from CUSTOMER's system. Any utility rates and costs provided by CONTRACTOR are estimates only, utility rates may go up or down and savings, if any, may vary, and legislative or regulatory action may affect or eliminate CUSTOMER's ability to sell or receive credit for any excess power generated by the system. Historical data is not necessarily representative of future results. FOR FURTHER INFORMATION REGARDING UTILITY RATES, REGULATIONS, OR CREDITS, CONTACT YOUR LOCAL UTILITY. Additionally, CONTRACTOR does not monitor the system's performance following installation, and it is CUSTOMER'S obligation to monitor the system's performance and to promptly notify CONTRACTOR if the system ceases functioning, in whole or in part.

10. COPY OF CONTRACT

You are entitled completely filled in copy of this agreement, signed by both you and the CONTRACTOR, before any work may be started.

11. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.

The following documents, attached hereto, are incorporated into this Contract: Exhibit 1 (Limited Warranty); Exhibit 2 (Notice of Three-Day Right to Cancel (Five-Day Right to Cancel if Senior Citizen)); Exhibit 3 (Notice of Cancellation); Exhibit 4 (Endorsement), and Exhibit 5 (Smoke Detector and Carbon Monoxide Self-Certification).

12. LATE PAYMENTS

(a) In the event that any payment due and owing CONTRACTOR is delinquent for more than five (5) days, CONTRACTOR will charge, and CUSTOMER agrees to pay: (i) interest on the unpaid balance at the rate of EIGHTEEN PERCENT (18%) per annum from the date payment was due, and; (ii) a late fee of Five Hundred Dollars (\$500.00) per occurrence. The obligation by CUSTOMER to pay interest at the rate of EIGHTEEN PERCENT (18%) per annum on any delinquent amount shall not be deemed: (i) a forbearance, nor (ii) consideration for CONTRACTOR waiting to collect the indebtedness, nor (iii) a loan of money, nor (iv) a waiver of CONTRACTOR's right to immediately enforce collection of the indebtedness by all available legal remedies.

(b) Should CUSTOMER fail to make payment to CONTRACTOR in the amount, and within the time(s) set forth herein, CONTRACTOR shall have no further obligation to continue the performance of the Work and CONTRACTOR shall be entitled to immediately exercise every legal right and remedy available to CONTRACTOR for the collection of amounts due.

(c) CUSTOMER expressly agrees that the place for performance of CUSTOMER's obligation to pay for the work billed, and venue for any action arising under this Contract, shall be the County of CONTRACTOR's place of business identified in this Contract, despite the fact that work may be performed or the Contract may be entered into in a county other than CONTRACTOR's place of business.

13. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

CONTRACTOR carries commercial general liability insurance written by Dodge Insurance Services, Inc. DBA Arroyo Insurance Services. You may call Dodge at (310) 356-8201 to check CONTRACTOR's insurance coverage.

14. WORKERS' COMPENSATION INSURANCE

CONTRACTOR carries workers' compensation insurance for all employees.

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15. LIMITED AUTHORITY OF SALESPERSONS

ANY SALES REPRESENTATIVE OR CONSULTANT WHO SELLS CONTRACTOR'S PRODUCTS AND SERVICES DIRECTLY TO CUSTOMER IN CUSTOMER'S HOME OR BUSINESS, AS WELL AS ANY SELF-EMPLOYED TECHNICIAN OR INSTALLER WHO INSTALLS OR SERVICES CONTRACTOR'S PRODUCTS, ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF CONTRACTOR. AS SUCH, THESE INDEPENDENT CONTRACTORS ARE NOT AUTHORIZED TO PROMISE OR OFFER CUSTOMER ANYTHING WHICH WOULD CONTRADICT OR CHANGE, IN WHOLE OR IN PART, THE EXPRESS TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT AND CONTRACTOR WILL NOT HONOR ANY SUCH VERBAL PROMISES OR OFFERS UNLESS SPECIFICALLY AGREED TO IN WRITING.

16. ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance the Uniform Rules for Binding Arbitration of the Business Consumer Alliance in effect at the time of initiation of arbitration, and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "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.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Initials of CUSTOMER: TP

Initials of CONTRACTOR: GG

17. CANCELLATION NOTICE

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel (Five-Day Right to Cancel if Senior Citizen)." (Please note that the referenced notice is attached as Exhibit 2)

Initials of CUSTOMER: TP

18. DAMAGES FOR BREACH

(a) The parties agree it would be impractical and extremely difficult to determine CONTRACTOR'S actual damages if CUSTOMER breaches this Contract (including, without limitation, by cancelling or terminating it without legal cause) after expiration of the statutory cancellation period (referenced in Section 17 above and explained on Exhibit 2) but before any permit is issued and/or CONTRACTOR moves equipment or materials to the work site. The parties therefore agree that, in the case of such breach, CUSTOMER shall pay CONTRACTOR liquidated damages in the sum of \$1,500 (fifteen hundred dollars). The parties agree that this amount is a reasonable estimate of actual damages. The parties intend this provision to constitute liquidated damages pursuant to Civil Code Section 1671.

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(b) Notwithstanding Section 18(a) above, the parties agree that if CUSTOMER breaches this Contract (including, without limitation, by cancelling or terminating it without legal cause) after expiration of the statutory cancellation period and after any permit has been issued and/or after CONTRACTOR has moved any equipment or materials moved to the work site, CONTRACTOR shall be entitled to recover from CUSTOMER all damages suffered or incurred by CONTRACTOR as a result of such breach, to the fullest extent allowed under California law.

19. 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 "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).

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): 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.

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For More Information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

Al firmar este Contrato, usted acepta y reconoce que: (a) toda la presentación de ventas que se le brindó, antes de firmar este Contrato, se le entregó en el idioma inglés y que usted habla, lee y comprende el idioma de inglés, y (b) está firmando este Contrato en su propio nombre, para comprar un sistema solar, y no está firmando este Contrato en nombre de ninguna otra persona.

[English translation of preceding paragraph: By signing this Contract, you are agreeing and acknowledging that: (a) the entire sales presentation you were given, prior to your signing of this Contract, was given to you in the English language and that you speak, read, and understand the English language, and (b) you are signing this Contract on your own behalf, to purchase a solar system, and are not signing this Contract on behalf of any other person.]

20. BOND

CUSTOMER has the right to require CONTRACTOR to have a performance and payment bond.

ACCEPTANCE: The prices, specifications, and terms contained herein are satisfactory and are, subject to the right of cancellation, hereby accepted.

Property Owner's Name:

Thomas Pikor

Co-Property Owner's Name:

Signature:

Thomas Pikor

Date: 04 / 06 / 2022

Signature:

Date:

Home Installation Consultant:

David Tieger

Signature:

david tieger

Date: 04 / 06 / 2022

Energy Service Partners, INC DBA ESP Contracting:

Signature:

Gary Gietz

Name:

Gary Gietz

Date: 04 / 06 / 2022

LIMITED WARRANTY

LIMITED WARRANTY: Subject to the terms and conditions contained in this Limited Warranty, Energy Service Partners Inc. dba ESP Contracting ("CONTRACTOR") provides the following warranties to the original purchaser(s) ("CUSTOMER") of the distributed generation system ("Solar System") installed by CONTRACTOR:

1. **LIMITED WORKMANSHIP WARRANTY (25 YEARS).** The Solar System has a limited 25-year warranty against defective workmanship under normal application, installation, use and service conditions.
2. **LIMITED SOLAR PANEL WARRANTY (25 YEARS).** The Solar System's panels have a limited 25-year warranty against any defect in materials under normal application, installation, use and service conditions.
3. **LIMITED ROOF WORK WARRANTY (10 YEARS).** The roof penetrations necessary to mount the Solar System—as well as the area underneath the Solar System array, and the eighteen inch area surrounding such array—have a limited 10-year warranty against defective workmanship and materials under normal application, installation, use and service conditions. Notwithstanding the foregoing, if a roof's condition presents concerns to CONTRACTOR prior to or at the time of install, CONTRACTOR shall notify CUSTOMER in writing and may request that the Limited Roof Work Warranty be reduced from 10 years, or eliminated, as a condition to proceeding with the installation, or may elect to terminate the Contract without penalty. If CUSTOMER agrees to reduce or eliminate the Limited Roof Workmanship Warranty, CUSTOMER will be required to sign a written modification reflecting such reduction or elimination.
4. **COMMENCEMENT OF WARRANTY PERIODS.** The warranty periods set forth above begin when the Solar System's panels have been installed. These warranty periods will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this Limited Warranty.
5. **OBTAINING WARRANTY PERFORMANCE.** Repair or replacement of any defective parts or workmanship are CUSTOMER'S sole remedies under this Limited Warranty, with such remedy chosen at CONTRACTOR'S sole discretion. To obtain warranty service, CUSTOMER must provide written notification of the claim within the warranty period, and within 30 days after the discovery thereof, or this Limited Warranty is void. Notification may be mailed to CONTRACTOR'S address on the Agreement, 970 West 190th Street, Suite 302, Torrance, CA 90502 (or such other address as may be reflected on CONTRACTOR'S website, www.joinesp.com, as CONTRACTOR'S principal place of business), "Attn: Warranty Claim," or sent via email to warranties@joinesp.com. Upon receipt of a claim, CONTRACTOR may require additional information and evidence regarding the basis of the claim. CONTRACTOR's warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. CONTRACTOR shall have 90 days from receipt of any warranty claim, and the provision of all additional information required, to investigate, make a warranty determination, and make any repair or replacement deemed necessary by CONTRACTOR. If CONTRACTOR reasonably determines that the issue is not covered by this Limited Warranty, CONTRACTOR will provide CUSTOMER a summary of its findings and CUSTOMER agrees to pay CONTRACTOR \$250.00 for the service call.
6. **EXCLUSIONS.** This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (i) damages or defects in the Solar System or component parts caused by something other than CONTRACTOR'S defective workmanship; (ii) damage or defects due to misuse, abuse, neglect, or accident; (iii) lack of proper care and maintenance; (iv) repair or alteration made by anyone other than CONTRACTOR or approved by CONTRACTOR; (v) settlement or structural movement and/or movement of materials to which installed products are attached; (vi) incorrect design of the structure; (vii) conditions exceeding the voltage, wind, snow load specifications, or any other operational specifications; (viii) power failure surges; (ix) acts of God including, but not limited to, snow, ice, hurricanes, tornadoes, lightning, floods, earthquakes, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions, termites, mold, or animal activity); (x) cosmetic effects or changes in appearance attributable to normal wear and tear, including, without limitation, fading, weathering, and discoloration, and which do not materially affect performance or functionality; (xi) leaks occurring in areas of the property's roof not impacted by the roof penetrations; (xii) pre-existing and/or underlying failures of the property's roof, and (xiii) foreign objects causing damage to the Property's roof.
7. **CUSTOMER OBLIGATIONS.** CUSTOMER shall properly operate or maintain the Solar System in accordance with industry standard maintenance schedules, requirements, or recommendations of CONTRACTOR and/or the Solar System component manufacturer(s); keep the panels clean, and; not remove any markings or identification tags on the Solar System. CUSTOMER agrees that CUSTOMER must comply with these obligations or CONTRACTOR's warranty shall be void and of no effect.
8. **NON-ASSIGNMENT/NO THIRD-PARTY BENEFICIARIES.** This Limited Warranty is limited to, and only enforceable by, CUSTOMER. CUSTOMER may not assign or transfer this Limited Warranty. There are no third-party beneficiaries to this Limited Warranty. Nothing in this Limited Warranty shall create a contractual relationship with or a cause of action in favor of any third party against CONTRACTOR.

9. REPLACEMENTS. Solar System components that are removed by CONTRACTOR, in connection with a replacement of the same, shall become the property of CONTRACTOR. CONTRACTOR reserves the right, at its sole option, to deliver another type of new or refurbished Solar System component that may differ in size, color, shape, model number, and/or power level.

10. NO OTHER EXPRESS WARRANTY.

THIS LIMITED WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY CONTRACTOR. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE PERIODS OF THE EXPRESS WARRANTIES SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11 MANUFACTURERS WARRANTY. This Limited Warranty sets forth the limited workmanship, solar panel, and roof warranties provided by CONTRACTOR. The Solar System's component parts are subject to manufacturers warranties, and in no case shall CONTRACTOR be responsible for fulfilling the terms of such manufacturers warranties.

12. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCE SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. LOSS OF USE, PROFITS, PRODUCTION, AND/OR REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED (OR, IF NO PURCHASE PRICE WAS SPECIFICALLY DESIGNATED FOR SUCH UNIT OR PRODUCT OR SERVICE, THE REASONABLE VALUE THEREOF) WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. SAVINGS PROVISION. If any provision of this Limited Warranty is held unenforceable by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent required such that the rest of this Limited Warranty will continue in full force and effect.

NOTICE OF THREE-DAY RIGHT TO CANCEL (FIVE-DAY RIGHT TO CANCEL IF SENIOR CITIZEN)

You, the buyer, have the right to cancel this contract within three business days, unless you were 65 years of age or older (a "Senior Citizen") when you signed the contract, in which case you have a right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day (or by midnight of the fifth business day, if you are a Senior Citizen) 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 them, 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 the contract.

NOTICE OF CANCELLATION

Date of Transaction: The date you signed the Agreement.

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (or within five business days from the above date, if you were 65 years of age or older (a "Senior Citizen") when you signed the 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 canceled.

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, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to, **Energy Service Partners, Inc. dba ESP Contracting at 970 West 190th Street, Suite 302, Torrance, California 90502**, not later than midnight of the third business day after you signed the contract (or not later than midnight of the fifth business day after you signed the contract, if you are a Senior Citizen).

I hereby cancel this transaction.

CUSTOMER's Signature:

Date:

NOTICE OF CANCELLATION (DUPLICATE COPY)

Date of Transaction: The date you signed the Agreement.

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (or within five business days from the above date, if you were 65 years of age or older (a "Senior Citizen") when you signed the 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 canceled.

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.

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I hereby cancel this transaction.

CUSTOMER's Signature:

Date:

ENDORSEMENT DOCUMENT
REBATE APPLICATIONS | INTERCONNECTION

By signing below, I/we authorize Energy Service Partners, Inc to use my digital signature on any pertinent city clearance application forms as well as utility rebate application and Interconnection forms.

Energy Service Partners, Inc will provide a copy of any and all applications with the digital signature on it. Energy Service Partners, Inc will not use this for any other applications other than listed above.

I/we, Thomas Pikor , on 04-06-2022 hereby authorize Energy Service Partners to complete the applications on our behalf.

CUSTOMER's Signature:

Thomas PiKor

Date:

04 / 06 / 2022

*Please be advised HOA's will NOT contact the Contractor with approvals. You must notify your project manager when you receive approval.

SMOKE DETECTOR AND CARBON MONOXIDE SELF CERTIFICATION

Project Address: 7631 Wiscasset Drive, West Hills, California 91304

Permit Number:

Property Owner: Thomas Pikor

I, the undersigned, hereby certify that I am the owner of the above referenced property. I further certify that smoke alarms and carbon monoxide alarms are present and tested to be functional in all the following locations:

California Residential Code (CRC) Section R314.1, CRC R315.2 states in part that existing dwellings be "retrofitted with smoke detectors and carbon monoxide detectors when a building permit is issued for, work or repairs to a building that is valued at \$1,000 or more." CRC Section R314.3, CRC R315.3 defines required locations.

Both boxes below must be checked.



Carbon Monoxide Alarm: On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms or in each hallway outside of the rooms, and each level of the dwelling.



Smoke Alarms: Installed in each room used for sleeping purposes, outside each sleeping area, and on each level of the dwelling unit.

Retrofitted detectors may be battery operated. Multiple-purpose alarms (Carbon monoxide and smoke alarms) shall comply with all applicable standards, and requirements for listing and approval by the State Fire Marshall.

Signature: Thomas Pikor

Date: 04-06-2022

NOTE: This certification is only used for projects to the exterior of the structure where access to the interior of the dwelling by the City Building Inspector is not achieved during the course of construction.

TITLE	Project Installation Agreement
FILE NAME	HIA 3.24.2022 English No_CCPG v1.2.pdf
DOCUMENT ID	7b794c79d4f6f33631030263bff304f996a11fb6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

04 / 06 / 2022

20:36:26 UTC

Sent for signature to Thomas Pikor
(tom@catalystintelligence.com) and David Tieger
(dtieger@yahoo.com) from contract@joinesp.com
IP: 54.153.58.10



VIEWED

04 / 06 / 2022

20:47:16 UTC

Viewed by Thomas Pikor (tom@catalystintelligence.com)
IP: 4.7.27.146



SIGNED

04 / 06 / 2022

20:48:37 UTC

Signed by Thomas Pikor (tom@catalystintelligence.com)
IP: 4.7.27.146



VIEWED

04 / 06 / 2022

20:56:07 UTC

Viewed by David Tieger (dtieger@yahoo.com)
IP: 107.119.53.2



SIGNED

04 / 06 / 2022

20:56:22 UTC

Signed by David Tieger (dtieger@yahoo.com)
IP: 107.119.53.2



COMPLETED

04 / 06 / 2022

20:56:22 UTC

The document has been completed.