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: $ 23,380.00 **.**

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.

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

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

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Solar Photovoltaic Installation Agreement

PROJECT NAME: Norma Abbate Residence

This **AGREEMENT** is between the following parties:

Norma Abbate (Hereinafter called "**Homeowner**")
2954 Sage View Drive
Alpine, CA 91901
619-249-6000
normainla@gmail.com

and

Sunspired Builders (Hereinafter called "**Contractor**")
Sunspired Solar
16885 W Bernardo Dr #380
San Diego, CA 92127
858-218-6161
CA Contractor License #936040

RECITALS:
The Contractor is engaged in an independent business, is licensed and qualified to do business in the State of California, and will comply with all local, state, and federal laws regarding taxes and licenses. The Contractor is engaged in the same business for other clients, and Homeowner is not the only customer of Contractor.

AGREEMENT:
The parties to this Contract agree as follows:

1. **SCOPE OF WORK:** The Contractor shall furnish all materials and perform all of the solar installation work. The project scope includes the installation of solar photovoltaic and battery system at the property located at address listed above. Main component system details:

System Size:	4.785 kW DC
Solar Panels:	11 QTY Hyundai 435W Black on Black Panels
Inverters:	11 QTY Enphase IQ8+ Microinverters
Monitoring:	Enphase Enlighten App
Battery:	2 QTY Enphase IQBattery 5P

2. **TIME OF COMPLETION:** The work, including planning and permit application, to be performed under this contract shall be commenced on or before **02/28/2024** (or 3 days after signing of this agreement) and target completion date shall be on or before **3/28/2024** (or as mutually modified in writing between parties). Parties understand that these dates are contingent upon execution of this agreement.

Homeowner Initials: _____

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Completion date is approximate and subject to unpredictable delays due to natural events such as weather, the building department, SDG&E, HOA approval (if applicable), and force majeure beyond Contractor's and/or Homeowner's control. **Note:** The Tesla Backup Switch is currently in a nationwide backorder. This could potentially cause an additional delay.

3. **CONTRACT PRICE:** **$23,380** (includes all materials and installation labor).

4. **PROGRESS PAYMENTS:** Contractor shall invoice for, and Homeowner shall make payments under this contract in accordance with the following schedule:

Down payment due within 3 days of signing this agreement:	$1,000
Due upon completion of solar and battery installation:	$17,535
Due upon passing of initial final inspection:	$3,345
Remaining balance due upon installation of transfer switch and meter collar:	$1,500
Total:	$23,380

All payments must be made by cash, check, wire, or ACH transfer. Other payment methods must be approved by Contractor. Credit card payments (if approved) will be charged a 2.87% convenience fee.

5. **GENERAL PROVISIONS:** Any alterations or deviation to the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor costs, will be executed only upon a written order for same, signed by Homeowner and the Contractor. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to the contract price of this contract.

6. **WORK QUALITY:** All work shall be completed in a quality manner and in compliance with all building and electrical codes, all other applicable laws, and all applicable utility requirements.

7. **PROJECT APPROVAL:** The Contractor shall furnish to the Homeowner a plan including construction and equipment specifications for solar facilities, a description of the work to be done, and the materials/equipment to be used and/or installed. Contractor shall obtain Homeowner's approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work, and prior to any payment beyond the initial down payment to the Contractor. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.

8. **LICENSING:** To the extent required by the law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

9. **SUBCONTRACTORS:** Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

10. **RELEASE/WAIVERS:** If requested, contractor shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time of payment.

11. **CHANGE ORDERS:** All change orders shall be in writing and signed by both the Contractor and the Homeowner. Such change orders shall be incorporated in and become a part of the contract. Payment for

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all tasks (time and equipment) under this contract shall not exceed contract price outlined in Contract Price (section 3 above), except as otherwise indicated in a duly ordered and executed change order.

12. **INSURANCE:** Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to occurrence-based commercial general liability insurance with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.

13. **PERMITS:** Contractor shall, included in contract price, obtain all permits necessary for the work to be performed.

14. **SITE MAINTENANCE:** Contractor agrees to remove all debris and leave premises in clean condition.

15. **WARRANTY - CONTRACTOR:** Contractor warrants all installation labor workmanship for a period of ten (10) years following completion. Homeowner acknowledges that labor warranty will be voided if any person, company, or entity other than Contractor services or alters the system in any way, including but not limited to replacing components, damaging components, removing and/or reinstalling components, etc.

16. **WARRANTY - COMPONENTS:** All components carry a manufacturer's warranty. All manufacturers' warranties for components are readily available on the component manufacturers' websites and will be provided by Contractor.

    The system's most critical components – the solar modules – are covered by up to 25-year performance warranties which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output.

    The Tesla Powerwall 3 has a 10-year manufacturer's warranty.

17. **SOLAR MONITORING AND PRODUCTION:** Homeowner understands and agrees that Homeowner is responsible for monitoring the production of the solar system on a regular basis through the monitoring application(s) and must notify Contractor in the event that there is a production issue or concern with the system. Component and workmanship warranties do not cover solar production generation down time, so it is important to address equipment production issues in a timely manner in order to minimize potential solar generation loss during the warranty repair process.

18. **CONTRACTOR'S STATUS:**
    1. The Contractor is an independent contractor and is not an employee of Homeowner.
    2. The Contractor shall furnish all equipment, tools, and supplies to accomplish the assigned work, except as agreed to in writing by both the Homeowner and the Contractor.
    3. The Contractor maintains control over the way the tasks are to be performed and the products made.
    4. The Homeowner will withhold no payroll taxes, Social Security, or other taxes for the Contractor. These items are solely the responsibility of the Contractor.

19. **NON-DISCLOSURE:** "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of Homeowner includes: any information that has been entrusted

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to Homeowner by third parties, which contractor knows or should know is confidential. The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone (except to the extent necessary for the Contractor to perform duties hereunder or as required by law) any confidential information concerning the business or affairs of the Homeowner which the Contractor may acquire in the course of or incident to his employment. This covenant shall survive the termination of this Contract.

20. **CONFLICT OF INTEREST:** Contractor represents that it has no conflicts of interest that might interfere with its performance under this Contract. Contractor further represents that it will immediately inform the Homeowner of any conflicts which arise or may rise during the term of this Contract by written notice to the Homeowner. Homeowner and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to Homeowner on or before execution of this contract.

21. **TERMINATION OF CONTRACT**: Homeowner may cancel this contract in writing for any reason within 3 calendar days after signing. If terminated after 3 days from signing, Homeowner agrees to pay Contractor verified costs incurred by Contractor. Verified costs will be billed to Homeowner and/or deducted from any deposits received.

22. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the other Party, from any breach of this Agreement by the other Party, or from any finding, judgment or other determination or settlement whereby Homeowner is deemed or considered to be the employer of Contractor or of Contractor's Personnel.

23. **ARBITRATION:** Any disputes which may arise under this Agreement and which cannot be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration, provided, however, that (i) any dispute where the amount in controversy is less than $100,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for an agreement outside of arbitration. Any arbitration award will be treated as Confidential Information.

24. **NOTICES:** Any notice shall be in writing and delivered in person or mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3rd) day after date of deposit in the U.S. mail.

25. **FORCE MAJEURE:** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

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26. **GOVERNING LAW AND VENUE:** This Agreement will be interpreted and enforced according to the laws of the state of California and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in San Diego County Circuit Court of the State of California and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

27. **ATTORNEY FEES AND COSTS:** In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

28. **AUTHORITY'S REVIEW AND APPROVAL:** Homeowner understands and acknowledges that SDG&E and the building department have the authority to add or alter requirements. Examples of such alterations include but are not limited to reducing the size of the system, designation of disconnect location, and connection fees. In the unlikely event that approved requirements differ from the original plans and scope of work, changes and fees will be reviewed and agreed upon between Contractor and Homeowner prior to installation.

SIGNATURES:

The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

HOMEOWNER:

By: _____
(Signature)

Name: Norma Abbate
(Print/Type)

Date: 03 / 04 / 2025

CONTRACTOR:

By: Derrick Breaux
(Signature)

Name: Derrick Breaux
(Print/Type)

Date: 03 / 04 / 2025

Homeowner Initials: _____

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Dropbox Sign

Audit trail

Title	Solar Agreement - Norma Abbate
File name	Solar_Agreement_-_Norma_Abbate.pdf
Document ID	8c23874b67ad6f9eb837902c24f7dd964fe38eee
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**03 / 04 / 2025** 15:32:22 UTC-8	Sent for signature to Norma Abbate (normainla@gmail.com) from derrick@sunspiredsolar.com IP: 76.176.57.45
VIEWED	**03 / 04 / 2025** 15:34:50 UTC-8	Viewed by Norma Abbate (normainla@gmail.com) IP: 98.176.163.125
SIGNED	**03 / 04 / 2025** 15:37:02 UTC-8	Signed by Norma Abbate (normainla@gmail.com) IP: 98.176.163.125
COMPLETED	**03 / 04 / 2025** 15:37:02 UTC-8	The document has been completed.