

HOME IMPROVEMENT CONTRACT

This Home Improvement Contract ("Agreement") dated **4/12/2019** is made between James Petersen Industries, Inc. and its affiliates (collectively "Contractor"), located at **39300 Civic Center Dr., Suite 300, Fremont, CA 94538**, and **James Owen** ("You" and/or "Your") for work to be performed at **4122 Alabar Way, Oceanside, CA 92056**, Phone: **8593513678**, Email: **tandy@jtoenterprises.com** ("Project").

This Agreement relates to Your purchase of a:

- | | | |
|---|--|---|
| <input type="checkbox"/> Reroof System | <input checked="" type="checkbox"/> Solar System | <input type="checkbox"/> Battery System |
| <input type="checkbox"/> Fencing System | <input type="checkbox"/> HVAC System | <input type="checkbox"/> Hot Water System |

SYSTEM DETAILS:

Solar4America System: Custom System

Quantity: 13

kw(DC): 4.16

CONTRACT PRICE: \$16,031.84

FINANCE CHARGE: Assumed by Contractor

Regardless of the system You purchase, we promise You:

- A world-class experience with the nation's leading home improvement contractor.
- Top notch system installation with a workmanship warranty and a manufacturer's product warranty.
- An Owner's Manual with recommended system maintenance.
- Customer service/support available at (800) 564-0362 or customercare@petersendean.com.

List of Documents to be Incorporated into This Contract:

- Applicable Warranty(ies)
- Production Estimate (Solar)
- Preliminary Design
- Next Steps Guide

Name and Registration Number of Salesperson: Evan Souza (HIS# 94599)

California State License No. #1050201

GENERAL TERMS & CONDITIONS

What Are Contractor's Responsibilities?

Right to Stop Work: Contractor has the right to stop work on the Project if any amount due to Contractor has not been paid. Contractor reserves the right to hire subcontractors (who will be bound by the terms of this Agreement) and will instruct its subcontractors to stop work for nonpayment.

Release: Once payment has been made for any portion of the work, the Contractor shall, prior to any further payment being made, give You a full and unconditional release from any claim or mechanic's lien authorized under any applicable state law for the portion of the work for which payment has been made.

Service Charge: Contractor will charge a 1.5% service charge per month, which will be added to all sums which are past due. If You fail to timely pay Contractor, it will be considered a material breach of this Agreement.

Notification of Concealed Conditions: Contractor shall promptly notify You of latent physical conditions at the Project or physical conditions differing from those normally recognized by Contractor. Any work You ask Contractor to perform due to such conditions will be considered "extra work" (see below).

Cleanup; Surplus Materials: Contractor will remove any debris stemming from its work on Your property and will leave the property in a neat, broom clean condition. Contractor will remove any surplus materials left over from the Project, as those belong to Contractor. You will be issued no monetary credit for surplus materials. Contractor will not be responsible for any cleanup in the attic.

Extra Work and Change Orders: Should You, any construction lender, any public body/inspector or any state regulation require any modification or addition to the work covered by this Agreement, this work will be Extra Work. The cost of the Extra Work shall be added to the Agreement price, which shall include Contractor's actual costs for labor, materials/subcontractors, plus 25% of that sum for overhead.

Extra Work will be documented via a Change Order, which will then be reviewed and signed by You and Contractor, and then incorporated into this Agreement. Contractor will not begin performance of any Extra Work until the Change Order is signed unless exigent circumstances arise and You are not able to be located. The Change Order must describe the scope of the Extra Work, the cost to be added/subtracted from the Agreement, and the effect the Extra Work will have on the work and payment schedule. Any failure on Contractor's part to comply with the requirements of this provision does not preclude recovery of any compensation Contractor is entitled to, pursuant to any legal or equitable remedies, for work Contractor has performed in order to prevent unjust enrichment. *Any state-specific regulations regarding Extra Work and/or Change Orders will be listed within the enclosed Addendum.*

Delays: Contractor agrees to start and pursue work through to its completion, but shall not be responsible (monetarily or otherwise) for delays for any of the following reasons: (1) untimely issuance of necessary

building permits; (2) acts of neglect or omission by You, Your employees or agents; (3) Force Majeure events; (4) Extra Work; (5) inability to secure material through regular channels; (6) imposition of government priority or allocation of material; (7) Your failure to make payment when due; (8) delays caused by inspection or Extra Work ordered by inspectors of government bodies; (9) holidays; or (10) other causes/contingencies beyond the reasonable control of Contractor.

If work has commenced and must be ceased due to any of the conditions above, You are obligated to compensate Contractor for the reasonable value of labor and materials provided up until the date Contractor ceased work on the Project.

Termination of Agreement: If Your property is not freely accessible to Contractor due to obstruction, weather conditions, or a Force Majeure event, Contractor may terminate this Agreement at any time by providing You with written notice. Contractor will not be responsible for damage to Your property stemming from such obstruction, weather conditions, or Force Majeure event.

What Are Your Responsibilities?

- (a) Supply water, gas, sewer and electrical utilities for the Project.
- (b) Provide Contractor/Contractor's equipment adequate access to the property.
- (c) Identify and warrant all property lines to Contractor.
- (d) Obtain permission from owner(s) of adjacent property(ies) that Contractor must use/access in order to complete the work.
- (e) Make sure the work area is clean, accessible and ready for Contractor's work.
- (f) Assume responsibility for any costs related to unpermitted structures, disputes/errors in locating Your property lines or setback locations, or damages to Your property caused by or related to the misuse or neglect of another individual or entity, or foreign objects (e.g., tree limbs, golf balls, etc.).
- (g) Board, ensure containment of, and/or take necessary actions to ensure the safety of Your pet(s). Contractor will not assume liability for Your pet's safety.
- (h) Move, raise, or lift all objects (conduits, signs, skylights, vegetation, air conditioners, etc.), which must be raised or moved in order for Contractor to properly install the respective system. Contractor will only be responsible for moving, raising or lifting any objects/equipment Contractor has brought.
- (i) Remove, maintain, and/or reinstall any TV antenna(s), satellite dish(es), guy wire(s), or other equipment located on Your system, around the perimeter of Your system, or in the interior of Your system. You must schedule the removal/reinstallation of such items so that it does not interfere with Contractor's project schedule. Any damage to such items is Your responsibility, unless the damage was solely caused by Contractor.
- (j) Protect the condition of Your property so that it is free from any damage stemming from lack of cleaning/routine maintenance, mold, fungus, algae, dust, dirt, debris, cracks, and/or sinking prior to and during Contractor's work.
- (k) Maintain the structural integrity of all existing buildings and/or structures on Your property. This includes maintaining the integrity of Your roof, so that there are no preexisting defects/issues with the framing, decking, insulation, or age prior to Contractor starting work. Any work to rectify such issues will be

considered Extra Work.

(I) Certify that all existing structures (including, but not limited to, garages, sun porches and patio enclosures) are properly permitted.

System Monitoring: You are responsible for monitoring Your system pursuant to the guidance and/or documentation provided to You by Contractor, as well as commonly accepted homeowner maintenance practices and/or obligations. You must put Contractor on written notice immediately upon discovering any and all issues that may fall within the applicable warranty.

Funds, Taxes and Assessments: You are responsible for having sufficient funds, which include taxes, fees, charges and assessments required by any public agencies, for Your respective system.

Rebates: You are entitled to any utility rebate(s) or rebate(s) provided by a governmental body. However, You have the responsibility to complete all documentation, reservations or applications. Contractor is not responsible for submitting any forms/documentation/materials relating to any rebate(s), nor can Contractor guarantee any amount of any rebates.

Costs and Approvals for Permits: You are responsible for all costs related to any non-standard building permits/fees, including expenses relating to modular/manufactured homes. You shall provide funds for permits upon demand. If any approval from a community/homeowner's association (HOA) is required, You must obtain that approval and assume all costs, even those related to aesthetics/design, required to meet the community/HOA's requirements.

Maintenance of Property Insurance: You are responsible for purchasing and maintaining homeowners and/or property insurance at all times. If the Project (or any portion) is destroyed/damaged by any occurrence not under Contractor's control or not related to Contractor's work (collectively a "Force Majeure" event), Contractor shall still be paid for the work Contractor performed up until the date of damage. If Your property has been completely destroyed, You have the option of terminating this Agreement or revising it. Any revision to this Agreement may modify the original schedule, pricing and/or scope of work.

Force Majeure events include, but are not limited to, war, riots, fire, flood, hurricanes, typhoons, earthquakes, lightning, explosions, acts of God, criminal acts, strikes, lockouts, boycotts, labor union activities, shortages of energy and/or any acts of a state or government entity.


Waiver of Subrogation: In the event of a Force Majeure, as losses/damages are covered by insurance, You waive all rights against Contractor and any of its subcontractors, agents and employees for such losses and/or damages.

Indemnification: You agree to indemnify, defend and hold harmless Contractor (including its employees, officers, directors, agents, and assigns) from any claims, actions, costs and expenses (including attorneys' fees), damages, liabilities, penalties, losses, obligations, demands and/or liens of any kind arising out of or relating to Your failure (in whole or in part) to satisfy the responsibilities listed above and required by this Agreement.

You will NOT be required to indemnify, defend and hold harmless Contractor (including its employees, officers, directors, agents, and assigns) from any claims, actions, costs and expenses (including attorneys' fees), damages, liabilities, penalties, losses, obligations, demands and /or liens of any kind solely arising out of or directly relating to Contractor's acts, omissions or negligence.

Safety: In order to provide You with the safest work environment and for Your protection, as well as Your family and pets, we ask that You follow these job site safety policies:

- You may see yellow caution tape in certain areas of Your front/side/backyard. This tape is there because a ladder set-up and/or material/falling objects may pose a danger. Do not cross the yellow tape at any time. If You have a question about access, please ask Your crew leader before work commences.
- Do not climb on/move any ladders. If You need a ladder moved for any reason, ask a worker to do so.
- Due to materials being loaded and unloaded from trucks, we ask that You avoid parking within 10' of Contractor's vehicle(s). Please also remove all of Your vehicles from Your garage/driveway while Contractor is working.
- While the workers are working, please avoid asking them any questions or distracting them in any way.
- For Your pet's safety, keep all pets inside if possible (or in the backyard away from our workers). If they are prone to escaping, let Your job crew leader know so gates/access points can be secured. We may ask You to leash Your pets if necessary.

By providing Your initials, You warrant Your understanding of the safety policies listed above and agree to abide by them. Initials: 

Bonds & Insurance

Bond: Many states provide a homeowner with the right to require that a contractor have a performance and payment bond. Contractor puts You on notice that it has such a bond and can provide You with proof upon request.

Commercial General Liability Insurance (CGL): Contractor carries commercial general liability insurance. You may call Edgewood Partners Insurance Center (EPIC) at (925) 244-7700 to check on Contractor's insurance coverage.

Workers' Compensation Insurance: Contractor carries workers' compensation insurance for all employees.

Additional Terms

Social Media: Our customers' experience is extremely important to us. If You wish to post any negative comments/complaints about Contractor's work on Yelp or other social media sites, You agree to first contact Contractor at prioritycare@petersendean.com and give Contractor a reasonable opportunity to address any concerns. Please note that You are not asked to waive any rights in conformance with any applicable state laws.

Warranty: Contractor will provide You with the applicable workmanship warranty/any product or manufacturer warranty(ies) for the system You choose. Through this provision, the warranty terms are incorporated into this Agreement. You have understood and consent as to the same.

Governing Law: The laws of the state of in which the Project is located shall govern this Agreement without giving effect to conflict of law principles.

Limitations of Actions and Dispute Resolution: No action arising from or related to this Agreement or the performance thereof shall be commenced by either party against the other more than two years after the completion or cessation of work under this Agreement. No dispute under this Agreement shall be subject to a class action. Contractor and You agree that in order to resolve any claim, controversy, or dispute arising out of or relating to this Agreement, the construction or performance of the system, and/or any aspect of Contractor's work, Contractor and You agree to first resolve the matter by participating in a half-day mediation, and equally splitting costs associated with the same.

If mediation is unsuccessful, any claim, controversy, or dispute arising out of or relating to this Agreement, the construction or performance of the subject system, and/or any aspect of Contractor's work shall be resolved by binding arbitration, administered by the American Arbitration Association (AAA), in the state in which the Project is located. The arbitration will be governed by the Federal Arbitration Act. Any potential arbitration shall last a maximum of one day and shall be before one arbitrator. Contractor and You agree to evenly split any and all associated AAA costs. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Attorney's Fees: For any claim, controversy, or dispute arising out of or relating to this Agreement, the construction/performance of the subject system, and/or any aspect of Contractor's work, Contractor and You agree to bear your own respective fees and costs, including reasonable attorneys' fees.

Limitation of Damages: Liability, on either party's behalf, shall be limited to actual damages (not to exceed the contract sum). In no event shall either party be liable to one another for any consequential, incidental, punitive, exemplary, special, or indirect damages.

Validity: In case one or more of the provisions of this Agreement, or any application thereof, is determined to be invalid, unenforceable or illegal, the remaining provisions shall not in any way be impaired.

Ownership of Copyrights & Privacy: During Contractor's work at the Project, Contractor may take photographs depicting Contractor's work. Contractor owns all copyrights to such photographs and may use them for its own use (i.e., promotional materials, website information, and/or marketing efforts).

Contractor represents that any use by Contractor of photographs for the aforementioned purposes will not disclose any of Your personal information (PI). PI includes, but is not limited to, Your name, address, email address, telephone number. Contractor further represents that it will not disclose any of Your PI without Your written consent. Should You have any questions or concerns regarding Your PI, please contact legal@petersendean.com

Through this provision, Contractor states its intent to incorporate the terms of its Privacy Policy into this Agreement. The Privacy Policy can be found at: www.petersendean.com/privacy-policy/terms. You have understood said incorporation and consent as to the same. Initials: JO

All other details regarding Your system, including, but not limited to, pricing, size, and details, alongside licensing, lien and state-specific information will be included in the enclosed Addendum.

You are entitled to a completely filled in copy of the Agreement and enclosed Addendum, signed by both You and the Contractor, before any work may be started. By executing this Agreement and enclosed Addendum, You agree that You have read and acknowledged these General Terms & Conditions.

THIS AGREEMENT AND ENCLOSED ADDENDUM IS ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ON THE AGREEMENT COVER PAGE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE DELIVERED TO THE CONTRACTOR AND ONE TO YOU.

James Owen
James Owen (Apr 12, 2019)

OWNER (SIGNATURE)

James Owen
(PRINT NAME)

Apr 12, 2019

(Date)

CONTRACTOR (SIGNATURE)

(PRINT NAME AND TITLE)

(Date)

California State License No. #1050201

CALIFORNIA SOLAR/BATTERY ADDENDUM

This California Solar/Battery Addendum ("Addendum") will contain details specific to Your Project. All the general terms and conditions from the Home Improvement Contract are incorporated herein. This Addendum relates to Your purchase of:

- ☒ A Solar System
- ☐ A Battery System
- ☐ Both

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

Contractor's systems include 320 watt Silfab modules (or, if need be, an equivalent supplier); inverter(s); 100' of conduit; racking and mounting for installation on a standard slope asphalt shingle or cement tile roof; design of Your system; standard permits and inspections by a building department; labor to install the system; and a warranty.

Many systems require modifications to Your home's Main Service Panel prior to installation to enable the solar system to meet current electrical codes. There are various options that exist to meet the specific needs of different homes. Our team will design the best option for Your specific electrical infrastructure and cover these costs in our standard contract price. The last resort solution to the solar specific code requirements is a Main Panel Upgrade ("MPU"). While the majority of MPU costs are included in Your contract price any custom MPU requests may require additional cost. Any relocation work, replacement of feeder lines, and/or upgrades larger than 225A capacity may require additional costs. Note that MPU changes will add significantly to Your project timeline (1-3 months depending on territory and the backlog of Your local utility). Please note that standard MPU adders are required for stand-alone battery purchases.

BASE SYSTEM:

Solar4America System: Custom System

Quantity: 13

kw(DC): 4.16

Solar System Adders:

Solaredge Optimizers & Monitoring (Qty: 13, \$0.00)

Battery System Adders:

Production Estimate: Document provided separately.

For this Project, substantial commencement means when the design plan is prepared and sent for approval.

Approximate Start Date: 2019-04-12

Approximate Completion Date: 2019-09-09

Site Inspection/Milestones/Cancellation: Contractor will conduct a site inspection to confirm the Project premises prior to finalizing the price of the system (hereinafter "Milestone 1"). Any down payment is fully refundable prior to the site inspection. Either party may terminate this Agreement at any time prior to the site inspection, for any reason. Terminating party, however, is required to provide the non-terminating party with written notice concerning the same.

After the site inspection, Contractor will determine if system can be built as sold (i.e. fits physically, fits electrically) with no additional modifications required. If conditions cannot be met (i.e. the system cannot be built as sold with no additional modifications) Contractor or You may terminate this Agreement within seven calendar days from the site inspection, without recourse. If estimated production (provided in the Sales Proposal) is found to be less than 89% of the initial estimate, You may terminate this Agreement within seven calendar days from the site inspection, without recourse. Any down payment is fully refundable. Terminating party, however, is required to provide the non-terminating party with written notice.

If all conditions are met, such that the system can be built as sold with no additional modifications, Contractor will prepare and send a design plan for You to approve and sign (collectively referred to hereinafter as "Milestone 2"). After Customer Approval of Plan "CAP" (design plan is signed), Contractor will proceed to submit for permits, and prepare job kit solar panels (collectively referred to hereinafter as "Milestone 3").

You agree to pay for any costs, expenses and losses incurred by Contractor upon termination. Your obligation concerning the same are established as follows:

- If the contract is terminated after a site inspection was conducted (Milestone 1), You are obligated to pay Contractor either 10% of the contract sum, or \$1,000.00, *whichever is less*.
- If the contract is terminated after Contractor has prepared and sent the design plan for approval and signature (Milestone 2), You are obligated to pay Contractor 40% of the contract sum.
- If the contract is terminated after the Contractor received the Customer Approval of Plan (CAP) and has proceeded to submit permits and prepare job kit solar panels (Milestone 3), You are obligated to pay Contractor 85% of the contract sum.

If no deposit was required because You signed a zero-down contract, these terms and conditions will still apply. Contractor will provide You with a close-out invoice upon cancellation.

You warrant Your understanding that, pursuant to termination after Milestone 3, Contractor will not be performing the installation of the kit solar panels at Your home. You are therefore obligated to coordinate the delivery and receipt of the kit solar panels with Contractor, in order for said solar panels to be delivered to Your home. At the time of delivery, Contractor will provide You with the kit solar panels, and any associated

permits, which collectively thereon will be deemed the Your property. Initials: io

NOTE FOR SOLAR SYSTEM PURCHASERS: The AC production of Your solar system will always be lower than Your DC system size due to factors such as pitch, orientation, shading, and the basic electrical principles of converting DC power into AC power. Roof conditions and Adders will be confirmed after Site Inspection. You agree to respond promptly (in less than 72 hours) to Contractor's request for approval of the roof layout or for other information. You understand there may be delays or cost increases if You do not respond in a timely manner. All equipment and materials are subject to availability.

We will endeavor to find similar equipment and materials if the specified equipment and materials are not reasonably available. Contractor is not responsible for additional cost if You are required to upgrade the utility feeder wire. Further, You understand that the Production Estimate provided is simply an estimate; the CAP determines production such that all estimates previously provided are superseded by the CAP. You must consult Your Owner's Manual and warranty documentation for best practices on how to monitor Your system and optimize Your investment.

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 to 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.

PTO is subject to the sole discretion of Your utility company and therefore we cannot guarantee how long it will take. Please note that if You are financing Your disbursements through one of our finance partners, the timing and amount of payments to Contractor are subject to the terms and conditions of Your finance documents as set forth by Your financier and will supersede the above payment terms. Depending on scope of work and PTO processing timelines dictated by utility, it is possible that You may begin making payments to the finance company while still making one or more scheduled payments to Your utility. In this case, You are solely responsible for any and all payments due.

EXTRA WORK & CHANGE ORDERS

Extra Work and Change Orders become part of the Agreement once the order is prepared 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 Agreement, and the effect the order will have on the schedule or progress payments.

You may not require Contractor to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not legally enforceable against You unless the change order identifies all of the following in writing prior to the commencement of work covered by the new change order: (a) the scope of work encompassed by the order; (b) the amount to be added or subtracted from the Agreement; (c) the effect the order will make in the progress payments or completion date.

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 remedies designed to prevent unjust enrichment.

Please check any box that applies to the Project:

- ☐ Parking [Notes:]
- ☐ Pets [Notes:]
- ☐ Noise [Notes:]
- ☐ Power Disconnect [Notes:]
- ☐ Side Gate/Access [Notes:]

You are entitled to a completely filled in copy of the Agreement and enclosed Addendum, signed by both You and the Contractor, before any work may be started. By executing this Agreement and enclosed Addendum, You agree that You have read and acknowledged these General Terms & Conditions.

THIS AGREEMENT AND ENCLOSED ADDENDUM IS ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ON THE AGREEMENT COVER PAGE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE DELIVERED TO THE CONTRACTOR AND ONE TO YOU.

James Owen
James Owen (Apr 12, 2019)

OWNER (SIGNATURE)

CONTRACTOR (SIGNATURE)

James Owen
(PRINT NAME)

(PRINT NAME AND TITLE)

Apr 12, 2019

(Date)

(Date)

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. For more information:

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

Call CSLB at 800-321-CSLB (2752) or

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

MECHANIC'S LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's 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 mechanic's liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to

record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

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

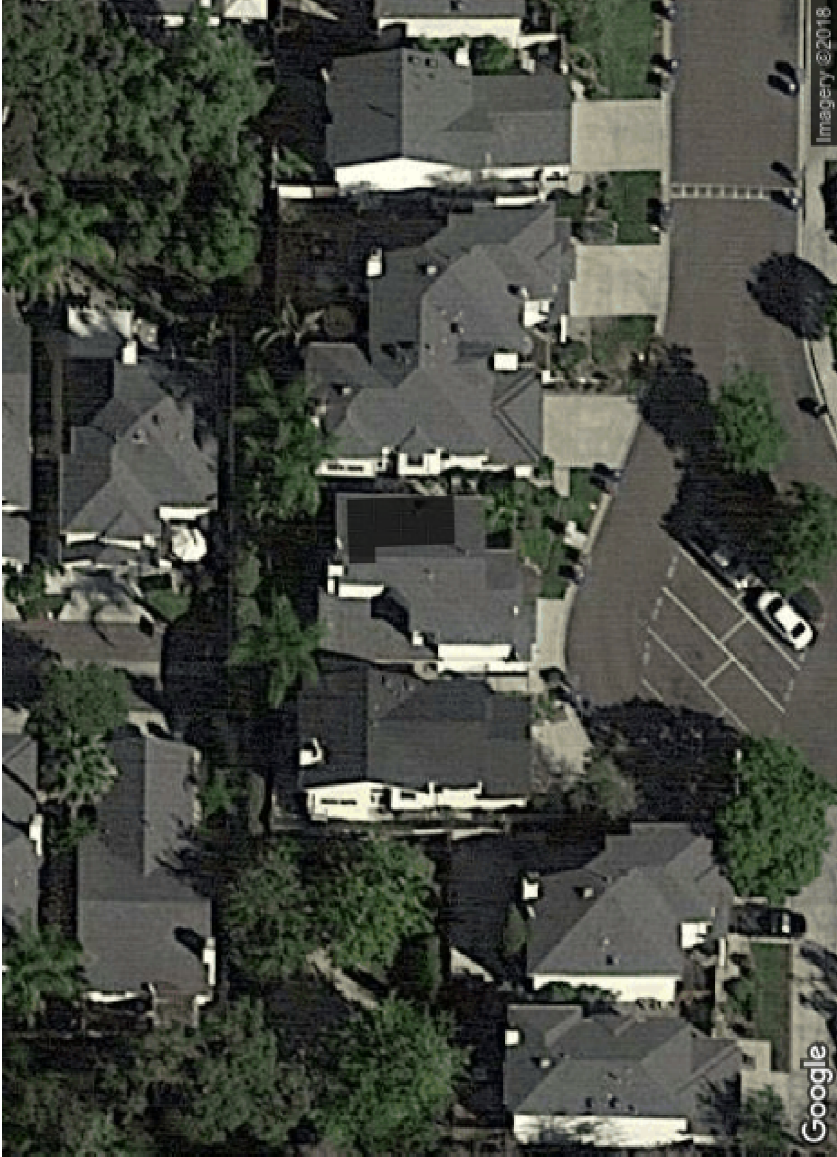
PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your Contractor of all the subcontractors and material suppliers that work on your project. Find out from your Contractor when these subcontractors started work and when these suppliers delivered goods or materials.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

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the Contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

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.

Preliminary Design Addendum



NOTES

Module QTY = 13
Inverter, Optimizers QTY = 13

*SOLAR PANEL LAYOUT IS BASED ON AVAILABLE INFORMATION. SYSTEM SIZE SHALL BE DETERMINED BASED ON ACTUAL SITE SURVEY, ELECTRIC (KILOWATT-HOUR) USAGE, SHADING ISSUES, ORIENTATION, ELEVATION, AND EXISTING ROOF AND OTHER SITE CONDITIONS.

PANEL ORIENTATION:

<u>SIZE</u> (kW)	<u>PNLS</u>	<u>AZM</u>	<u>TILT</u>	<u>SYS</u> <u>LOSS</u>	<u>EST.</u> (kW)
4.16	13	88	26	14.08	5793
4.1600	13				5793

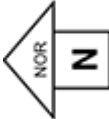
This preliminary design is provided only for your information. Actual conditions may create adjustments and/or Change Orders at the time of installation.

il Owner's Initials

PETERSENDEAN
#1 Home Improvement Contractor

JAMES OWEN RESIDENCE
4122 Alabar Way, Oceanside, CA 92056, Phone: 8593513678, Email: tandy@jtoenterprises.com

SOLAR LAYOUT 4/12/2019
SETBACK #N/A



Production Estimate Addendum

Production Estimate

Customer has been advised that the preliminary production estimate is only an initial estimate that has been generated based on the factors gathered at the time of contract presentation. The final estimated system production will be provided upon completion of site assesment, design and engineering. This is only an estimate and production is not guaranteed. Your actual production may be significantly less depending on many factors such as orientation, shading, conversion and system component loss.

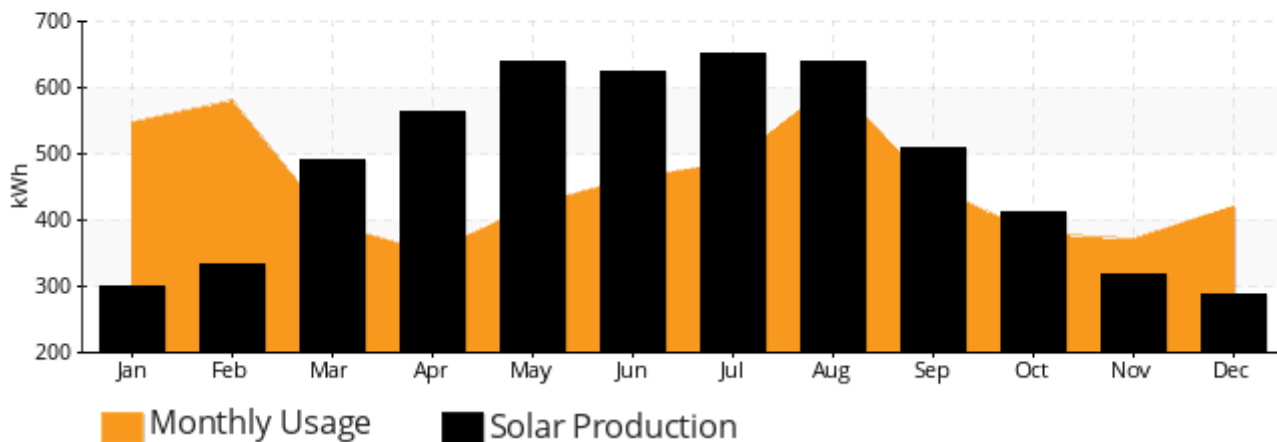
Annual Electricity Mix



System Size: **4.160 kW (13 panels)**
Estimated Annual Production: **5,793kWh**
-327kWh Remaining with SDGE*

Power Potential Offset: 106%

Solar Production vs. Home Energy Consumption

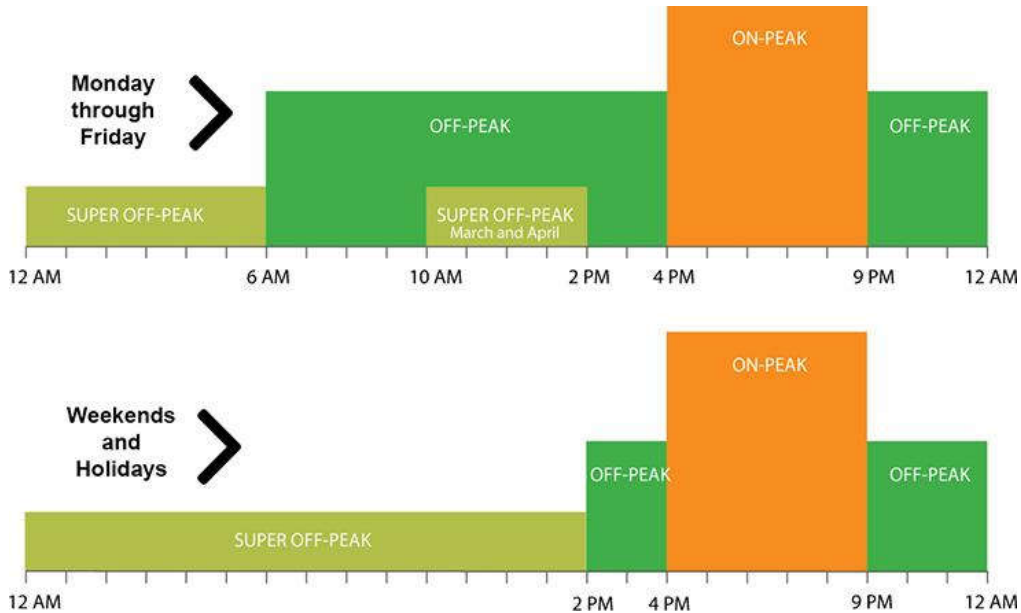


Your Monthly Usage Numbers: (kWh)

	Jan:	Feb:	Mar:	Apr:	May:	Jun:	Jul:	Aug:	Sep:	Oct:	Nov:	Dec:	TOTAL
Production:	302	336	493	565	640	627	653	641	510	415	321	289	5,793
Usage:													5,466
Remainder:	-302	-336	-493	-565	-640	-627	-653	-641	-510	-415	-321	-289	-327

*Monthly usage based on historic usage prior to solar. Remaining Utility Offset may be higher or lower depending on your usage patterns. Production estimates based on information provided by the National Renewable Energy Laboratory. Weather station used: csv

SDG&E TIME OF USE OPTIONS



TOU-DR

*Non-storage customers who use the most power during the peak period of 4PM – 9PM and will typically stay under the 130% baseline allowance after solar production may benefit from this rate plan.

Owner's Initials io

TOU-DR1

*Storage customers who can discharge during peak periods of 4PM – 9PM and will typically stay under the 130% baseline allowance after solar production may benefit from this rate plan.

Owner's Initials _____

TOU-DR-SES

*Customers who will often exceed the 130% baseline allowance after solar production may benefit from this rate plan.

Owner's Initials _____

Note: If you are on a Medical Baseline, you will no longer receive that credit under TOU-DR-SES

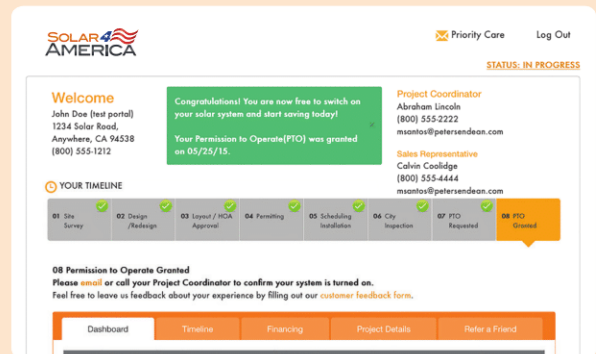
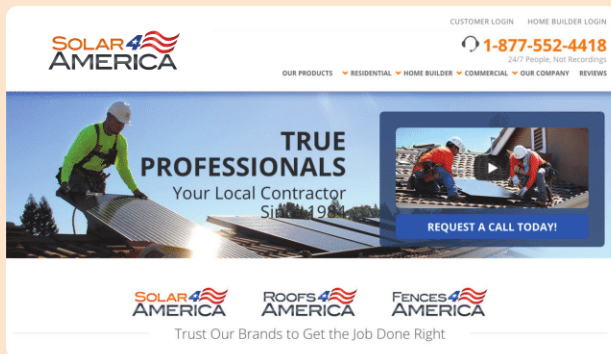
There are also TOU Choices available for homes with Electric Vehicles, however you must contact SDG&E directly to apply. SDG&E also offers TOU-DR2 and TOU-DR-P as options, however we do not believe they are as financially advantageous for solar customers. If you would like to further research these options, please visit the links below.

Links to SDG&E's TOU explanations:

*<http://www.sdge.com/whenmatters>

**<https://www.sdge.com/regulatory-filing/2227/time-use-tou>

Next Steps: Track the Progress of Your Project Online!



Click on this link or copy it to your browser window: <https://portal.petersendean.com/index.php>

01 Site Survey

A technician will come out to your home, measure and photograph roof space and your main electrical panel.
YOU MUST BE PRESENT FOR THE APPOINTMENT.
(Takes **1 - 2 weeks** to schedule and **1 day** to complete)

02 Design

Our engineers will review the collected data to ensure what was sold fits physically and electrically. We will complete a full set of plans to submit to the permitting department: plot plan, electrical diagram, etc. (Takes **2 - 4 weeks**)

03 Layout Approval/ Customer Approval of design Plan [CAP]

We will send you a roof layout and ask that you sign and return it to us within 3 days.

HOA Approval [if applicable]

After you submit the HOA application, the HOA will review the plans and provide you with an approval letter which must be forwarded to us prior to the permitting process. (Depends on your HOA, could range from **2 - 8 weeks**)

04 Permitting

We will submit the final plans to the permitting department and receive the initial permit to start the installation. (Depends on local permitting department, could range from **2 - 8 weeks**)

05 Installation

We will install the solar panels, inverter(s), and conduit.
(Takes **1 - 2 weeks** to schedule after permit has been received and **1 - 3 days** to install, weather permitting)

06 Final Inspections [city/county]

We will work with the local building and electrical inspectors to approve the installation. (Takes up to **1 week** to schedule around the inspector's availability)

07 Utility Permission to Operate

We will work with the local Utility Company to approve the installation and interconnect your system. (Takes up to **1 - 4 weeks** depending on the Utility workflow)

If your solar system requires a Main Service Panel upgrade, below are the two required additional steps:

Meter Spot for Main Service Panel upgrade

[NOT REQUIRED BY ALL UTILITIES]

Once Layout Approval/CAP is completed, we will work with your Utility Company to schedule for a Meter Spot to determine the location of your new Main Service Panel. Placement of your new Main Service Panel is entirely at the discretion of your Utility. (Depending on your Utility Company, could range from **8 - 16 weeks**)

Main Service Panel upgrade

Once we submit for your solar permit, Meter Spot and scope of work is confirmed, we will schedule for the upgrade. Some Utility Companies will require a power shutdown for this work to be completed. (Takes **1 day** to complete and is scheduled around the Utility availability)



Call Today!

877-552-4418
www.solar4america.com/referral

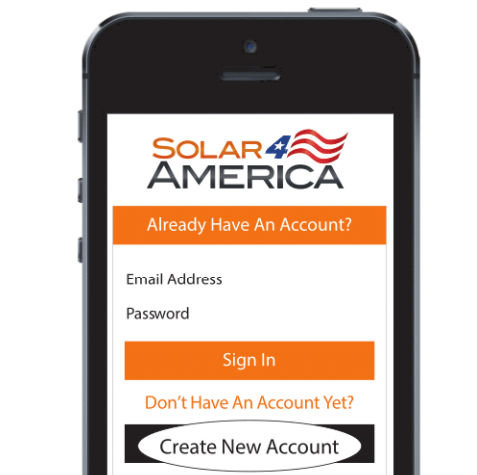
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Submit referrals online and view our rewards!

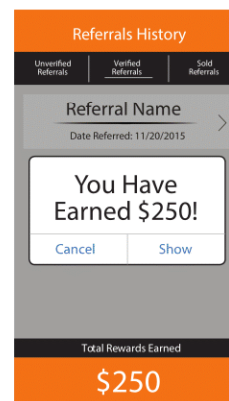
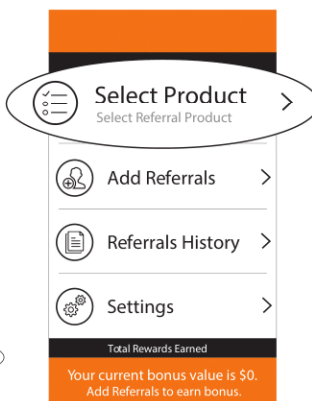
<https://solar4america.com/referral/>

Register online and receive a text with your login credentials and a link to download the App!

- ✓ **UNVERIFIED REFERRAL**
You have submitted the referral
- ✓ **VERIFIED REFERRAL**
Your referral has been met/qualified
- ✓ **SOLD REFERRAL**
Your referral has made a purchase



Download the Solar4America App and submit referrals on the go!



Enable App notifications and instantly be notified of rewards earned!



Solar 4 America, Inc.'s Solar Workmanship Warranty

Any alteration to the original product by anyone other than the manufacturer and/or Solar 4 America, Inc. will automatically void this warranty.

25 Year Workmanship Warranty

Solar 4 America, Inc. ("S4A") will warrant the workmanship on your solar system installation for a period of 25 years. "Workmanship" is solely defined as the structural calculations, design efforts, and physical labor put forth by S4A in order to install your system. Please note that the actual equipment and/or products of your solar system will be warranted by the manufacturer's product warranty. Upon notice, S4A will investigate any alleged defects concerning its workmanship. If it is determined that our workmanship has caused any issues, we will provide the labor and/or perform the necessary repairs to remedy any issues solely with our workmanship.

Exclusions

This warranty does not cover defects, damage, malfunction or degradation of electrical output arising out of, caused by, or related to:

1. Any components used in your solar system that we did not install.
2. Failure to properly operate or maintain the solar system in accordance with the instructions provided with the system.
3. Failure to follow the manufacturers' requirements, our maintenance recommendations, or commonly accepted homeowner maintenance obligations.
4. Repair, replacement, modification, alteration or reinstallation of the solar system not performed by us.
5. Manufacturer defects not covered by the manufacturer during the term of the manufacturer's warranty.
6. Ordinary wear and tear, misuse, abuse, or neglect of the solar system, use of the solar system for something other than its intended purpose, individuals walking on the solar system, impact of foreign objects such as tree limbs or golf balls, or other inappropriate activities on or around the solar system.
7. Changes in shading, orientation, or the actual building the solar system is attached to, including but not limited to tree or plant growth, heavy dust or pollen, settlement, expansion, deflection, cracking, movement, or deterioration.
8. Animals, insects, termites, birds, vermin, or rodents.
9. Acts of God, including but not limited to nature and naturally occurring events such as fire, lightning, hail, excessive wind, tornados, hurricanes, and earthquakes.
10. Special, indirect, incidental, general or consequential damages.

Main Service Panel Upgrade (MSPU) Warranty

S4A will warrant the equipment, as well as its labor and installation work solely used for the MSPU for a period of 1 year from the date the MSPU installation is complete. This 1 year warranty does not include any claims, issues, and/or alleged defects relating to, stemming from, or associated with any pre-existing electrical and/or non-electrical problems that may be present at the time of installation not caused by or related to our work.

Roof Penetration Warranty

S4A will provide a limited roof penetration warranty for roofs with solar systems installed by S4A. If S4A installed your original roof within the past 24 months from the execution of the Home Improvement Quotation and Contract, then we will warrant any roof penetrations caused by the solar system installation for a period of 25 years. However, if S4A did not install your original roof, upon our inspection and determination of your roof's lifespan being more than ten years and any roof penetrations being caused by our workmanship, we will warrant said roof penetrations for a period of 15 years. Upon our evaluation, should your roof's lifespan be less than ten years, we will warrant roof penetrations for a period of five years.

Transferability

You may transfer this warranty to a subsequent owner of your home. To transfer the warranty, within fifteen (15) days of recording the transfer of title, the new owner must send us, via certified or registered mail, return receipt requested, written notice of his/her/their name, phone number, and date of acquisition of the property. Transfer of this warranty to a subsequent owner shall

not modify any of the terms or conditions of this warranty, nor extend the term.

No Modification

The terms, conditions, and limitations of this warranty may not be altered or modified.

How to Contact Us

Should you have any questions regarding your solar system or this warranty, please contact our Customer Service Department at 800.564.0362 to speak to a representative. You may also email us at customer@petersendean.com or visit our website at www.petersendean.com.

What You Must Do to Make a Claim.

You must notify us within ten (10) days of discovering a claim. You must give us an opportunity to investigate the claim before the conditions giving rise to your claim are changed. If you do not give us timely notice of a claim, or if you attempt to make, or have others make any repairs before giving us notice of the claim and an opportunity to investigate the condition, we may have no obligation under this warranty. In the event the condition requires emergency action, you must report the emergency to us at (800) 564-0362 and provide us an opportunity to inspect the condition before any repairs are made.

LIMITATION OF REMEDIES AND LIABILITIES

OUR SOLE OBLIGATION, AND YOUR EXCLUSIVE REMEDY, UNDER THIS WARRANTY IS LIMITED TO THE TERMS OF THIS AGREEMENT. IN NO EVENT WILL S4A BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, GENERAL, OR CONSEQUENTIAL DAMAGES ALLEGEDLY ARISING FROM OR CAUSED BY S4A'S ACTS OR OMISSIONS UNDER ANY LEGAL BASIS OR THEORY, INCLUDING CONTRACT, TORT, OR VIOLATION OF STATUTE. IN NO EVENT SHALL S4A'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) EXCEED THE AMOUNT PAID TO S4A FOR THE SOLAR SYSTEM. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

ARBITRATION OF DISPUTES

ANY DISPUTE ARISING OUT OF OR RELATING TO THE CONSTRUCTION, PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS WARRANTY OR THE WORK PERFORMED BY US, INCLUDING WITHOUT LIMITATION ANY CLASS ACTION OR ANY CLAIM ARISING FROM OUR INSTALLATION OF THE SOLAR SYSTEM COVERED BY THIS WARRANTY, SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN THE STATE IN WHICH THE RESPECTIVE PROJECT IS LOCATED, AND IN ACCORDANCE WITH THE CODE OF PROCEDURE AND FEE SCHEDULE OF THE NATIONAL ARBITRATION FORUM. A COPY OF THE CODE OF PROCEDURE AND THE FEE SCHEDULE CAN BE OBTAINED AT WWW.ADRFORUM.COM. ANY AND ALL COSTS AND FEES ASSOCIATED WITH ARBITRATION ARE TO BE SPLIT EVENLY AMONGST S4A AND THE CUSTOMER. JUDGMENT UPON THE AWARD RENDERED BY ANY SUCH ARBITRATOR IS FINAL AND NON-APPEALABLE, AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION PROVISION, AND ALL ARBITRATION PROCEEDINGS, HEARINGS, AWARDS, AND ORDERS ARE TO BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16.

Please note that the manufacturer's warranty will serve as the primary warranty for the product(s) for your solar system installation. In certain circumstances, S4A may provide any necessary labor for obligations associated with the manufacturer's warranty. Should the manufacturer experience dissolution, insolvency, business failure, reorganization, or bankruptcy, S4A will not assume the manufacturer's warranty obligations.






Owen Solar Agreement

Final Audit Report

2019-04-12

Created:	2019-04-12
By:	Evan Souza (esouza@petersendean.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa3oRzhXHSaSqB3fgyXPjBKPnmsliHnQ

"Owen Solar Agreement" History

-  Document created by Evan Souza (esouza@petersendean.com)
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-  Document emailed to James Owen (tandy@jtoenterprises.com) for signature
2019-04-12 - 10:17:32 PM GMT
-  Document viewed by James Owen (tandy@jtoenterprises.com)
2019-04-12 - 10:24:56 PM GMT- IP address: 99.75.18.183
-  Document e-signed by James Owen (tandy@jtoenterprises.com)
Signature Date: 2019-04-12 - 10:46:09 PM GMT - Time Source: server- IP address: 99.75.18.183
-  Signed document emailed to James Owen (tandy@jtoenterprises.com) and Evan Souza (esouza@petersendean.com)
2019-04-12 - 10:46:09 PM GMT