

**HOME
IMPROVEMENT
CONTRACT**

Contract No. _____ Date _____

THIS AGREEMENT IS
BETWEEN

"Notice of Cancellation" may be sent to the

contractor at the address noted below: AND

Customer's Name

Customer's Address

City, State & Zip

Phone: _____ Fax: _____

_____ Cell: _____

_____ Other: _____

Email

Job Location:

Description of the Project and Description of the Significant Material to be Used and Equipment to be installed:

Generac Generator and Install (see detailed description on Contract Specifications Sheet 1, page 7 of this contract)

Substantial commencement of work under this contract is described as: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

_____ **Contract Price: \$**

_____ **Down Payment: \$**

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Finance Charge: \$ _____ . Must be stated separately from Contract amount.

Schedule of Progress Payments: 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.

1. \$ _____ Due upon Delivery of Equipment _____ Date: _____
Work or Services scheduled to be supplied

2. \$ _____ Due upon Installation and Startup _____ Date: _____
Work or Services scheduled to be supplied

3. \$ _____ Due upon permit sign-off _____ Date: _____
Work or Services scheduled to be supplied

4. \$ _____ _____ Date: _____
Work or Services scheduled to be supplied

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 DOWNPAYMENT.

Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement work a full and unconditional release from any

potential lien claimant claim or mechanics lien pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

List of Documents to be Incorporated into the Contract: A notice concerning Extra Work and Change Orders is attached to this contract; A notice concerning commercial general liability insurance is attached to this contract; A notice concerning workers' compensation insurance is attached to this contract; Terms and Conditions; Mechanics Lien Warning; Information about the Contractors' State License Board (CSLB); Three-Day Right to Cancel; Notice of Cancellation; Waiver of Right to Cancel; Specifications Sheet(s); Additional documents attached:

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started. Although the customer has the right to require the contractor to have a performance and payment bond, the contractor can charge you for the costs of obtaining a bond.

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."

X _____
Customer's Signature Date

For: Golden State Power Solutions

X _____

X _____

Customer's Signature

Representative's Signature

Date

Date

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

- 1. Note about Extra Work and Change Orders:** Extra Work and Change Orders become part of this Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the schedule of progress payments.
- 2. Performance of Extra or Change Order Work:** You, the Customer, may not require a contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any 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 the completion date. The 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.

[Remainder of page intentionally left blank.]

TERMS AND CONDITIONS

1. These terms and conditions of sale (these "Terms"), together with the Home Improvement Contract and/or Proposal (collectively, the "Proposal" or the "Contract") to which these Terms are attached are the only terms which govern the sale of the generator and related products, components and parts (collectively, the "Goods") and provision of services, including installation of the Goods ("Services") identified on the Proposal. These Terms and the Contract (together, this "Agreement") comprise the entire agreement between West Coast Energy Systems LLC (d/b/a Golden State Power Solutions) ("Seller") and the customer named in the Contract ("Customer"), and supersede all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral. Seller objects to any different or additional terms contained in any other document sent or to be sent by Customer, which are expressly rejected. Other than an exercise by Customer of its three-day right to cancel as set forth in this Agreement, this Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by each party. If Customer signs up for the Mobile Link Monitoring service, such service is governed by separate subscription terms and conditions.
2. Seller shall install the Goods at Customer's premises (the "Premises") as identified in the Proposal, using Seller's standard methods. Seller agrees to complete the installation of the Goods, subject to this Agreement, and shall use reasonable efforts to meet any performance dates identified in the Proposal, which are estimates only, subject to the availability of the Goods and receipt of the necessary permits for installation of the Goods. Seller shall not be liable for any delays. Customer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to the Premises, including supplying the necessary utilities for installation of the Goods, and such accommodation as may reasonably be requested by Seller, for the purposes of performing the Services; and (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are necessary for Seller to perform Services.
3. Title and risk of loss passes to Customer upon installation of the Goods at the Premises. As collateral security for the payment of the purchase price under the Agreement, Customer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this paragraph constitutes a purchase money security interest under the California Uniform Commercial Code.
4. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
5. Customer shall purchase the Goods and Services from Seller at the price(s) set forth in the Proposal (the "Price"). The Price is exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed on any amounts payable by Customer. Seller will obtain all required building permits, at the sole expense of the Customer. Upon demand by the Seller, the Customer shall provide funds to acquire any and all necessary permits in a timely fashion. Customer will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.
6. Customer shall pay the Price at such times and in such amounts as are set forth in the Proposal. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Seller for all costs incurred in collecting late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the installation of the Goods or performance of any Services if Customer fails to pay any amounts when due hereunder.
7. The Goods are sold by Seller subject to the current version of the 5 Year Limited Warranty for Standby Generators from Generac Power Systems, Inc. ("Generac"), which can be found at <https://generac.power-plans.com/terms?key=1>, and copies of which are available to Customer upon request (the "Generac Warranty"). The limitations, and Customer's sole remedies related to the Generac Warranty, are contained therein. EXCEPT FOR THE GENERAC WARRANTY AND EXCEPT AS REQUIRED BY STATE LAW, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ANY IMPLIED WARRANTIES WHICH ARE REQUIRED BY STATE LAW SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED IN THE GENERAC WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE REMEDIES SET FORTH IN THE GENERAC WARRANTY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE GENERAC WARRANTY. THE GENERAC WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS FROM STATE TO STATE.
8. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE

- DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. 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. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER; PROVIDED, THAT THE LIMITATION ON LIABILITY SET FORTH IN THIS SENTENCE SHALL NOT APPLY TO (I) LIABILITY RESULTING FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) DEATH OR BODILY INJURY RESULTING FROM SELLER'S ACTS OR OMISSIONS.
9. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
 10. In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Customer, if Customer (a) fails to pay any amount when due under this Agreement, (b) has not otherwise performed or complied with this Agreement, in whole or in part, or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
 11. No waiver by Seller of any provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.
 12. Seller shall not be liable to Customer for any failure or delay in fulfilling or performing any term of this Agreement, to the extent such failure or delay is caused by or results from acts beyond Seller's control, including, without limitation, the following force majeure events: (a) acts of God, (b) flood, fire, earthquake, pandemics or epidemics, or explosion, (c) war, terrorist threats or acts, riot or other civil unrest, (d) government order, law, or actions, (e) embargoes or blockades in effect on or after the date of this Agreement, (f) national or regional emergency, (g) strikes, labor stoppages or slowdowns, or other industrial disturbances, and (h) other events beyond the control of Seller. If any such event continues for a period of 60 days, Seller may thereafter terminate this Agreement upon written notice to Customer.
 13. To the extent that weather may impact the work covered by this Agreement, Seller will attempt to keep the project reasonable covered during the work. However, Customer understands that weather conditions can arise that might cause damage to the Goods. Seller shall not be responsible for any such damage beyond its reasonable control.
 14. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller and any purported assignment or delegation in violation of this sentence is null and void. Seller may subcontract portions of the work to be provided by Seller under this Agreement to properly licensed and qualified subcontractors.
 15. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
 16. All matters relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Stockton and County of San Joaquin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
 17. All notices, requests, consents, claims, demands, waivers, and other communications hereunder ("Notices") shall be in writing and addressed to the parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with requirements of this paragraph.
 18. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
 19. Portions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

[Remainder of page intentionally left blank.]

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 "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 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.

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.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the appropriate box:

- (A) This contractor does not carry commercial general liability insurance.
 (B) This contractor carries commercial general liability insurance written by Associated Industries Insurance Co

You may call the insurance company at

561-962-9300

to check the contractor's insurance coverage.

- (C) This contractor is self-insured.

- (D) This Contractor is a limited liability company and carries liability insurance or maintains other security as required by law. You may call _____ at _____ to check on the contractor's

insurance coverage or security.

WORKERS' COMPENSATION INSURANCE

Check the appropriate box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.

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.

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 receive 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.

I, _____ hereby acknowledge that on _____ I was provided this document titled

Print Buyer's Name

Date

"Three-Day Right to Cancel."

Buyer's Signature

WAIVER OF RIGHT TO CANCEL

I have initiated a contract in connection with emergency repairs or service, for the immediate protection of persons or real and personal property with Golden State Power Solutions. Waiting three days to have repairs or service would place an undue, unwanted burden upon myself. I hereby state that the following emergency situation exists, requiring immediate attention:

Pursuant to Section 1689.13 of the California Civil Code, I acknowledge and hereby waive all rights to cancel this transaction within three business days. I understand that regardless of whether work has started or not, after I waive all rights to cancel this transaction, I may not subsequently exercise this waived right.

I hereby waive this right. Date: _____ Buyer's Signature: _____

NOTICE OF CANCELLATION

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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:

at

not later than midnight of _____.

I hereby cancel this transaction. Date: _____ Buyer's Signature: _____



NOTICE OF CANCELLATION

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

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:

at _____ not later than midnight of _____
Date

I hereby cancel this transaction. Date: _____ Buyer's Signature: _____

Golden State Power

Pacific Contractors Ca. Lic.

No. B1077742

Contract Specifications Sheet 1

2950 Buskirk #300, Walnut Creek, CA 94597

925-407-4729

www.gspowersolutions.com

Date _____

Contract No. _____

Job Location: _____

[Contract specifications to be customized as needed for each particular job.]