

HISTORIC AND DESIGN REVIEW COMMISSION

December 20, 2023

HDRC CASE NO: 2023-490
ADDRESS: 258 QUENTIN DR
LEGAL DESCRIPTION: NCB 6708 BLK 18 LOT 19
ZONING: R-6, H
CITY COUNCIL DIST.: 7
DISTRICT: Monticello Park Historic District
APPLICANT: Juan Valdez and Rachel Mialkowski
OWNER: Juan Valdez and Rachel Mialkowski
TYPE OF WORK: Historic Tax Certification & Verification
APPLICATION RECEIVED: November 21, 2023
60-DAY REVIEW: January 20, 2024
CASE MANAGER: Rachel Rettaliata

REQUEST:

The applicant is requesting Historic Tax Certification & Historic Tax Verification for the property at 258 Quentin.

APPLICABLE CITATIONS:

UDC Section 35-618. Tax Exemption Qualification.

(d) Certification.

(1) Historic and Design Review Commission Certification. Upon receipt of the owner's sworn application the historic and design review commission shall make an investigation of the property and shall certify the facts to the city tax assessor-collector within thirty (30) days along with the historic and design review commission's documentation for recommendation of either approval or disapproval of the application for exemption.

UDC Section 35-618 Tax Exemption Qualifications:

(e) *Verification of Completion.* Upon completion of the restoration and rehabilitation, together with a fee as specified in Appendix "C" of this chapter, the owner, who may not be the same as at the time of application, shall submit a sworn statement of completion acknowledging that the historically significant site in need of tax relief to encourage preservation has been substantially rehabilitated or restored as certified by the historic and design review commission. The historic and design review commission, upon receipt of the sworn statement of completion, but no later than thirty (30) days thereafter, shall make an investigation of the property and shall recommend either approval or disapproval of the fact that the property has been substantially completed as required for certification. If the historic and design review commission recommends that it has not been substantially completed as so required, then the certified applicant may be required by the historic preservation officer to complete the restoration or rehabilitation in order to secure the tax exemption provided herein. If the verification of completion is favorable, the historic and design review commission shall recommend approval and the historic preservation office may notify the tax assessor-collector in writing of compliance. Thereafter, the tax assessor-collector shall provide the property with the historic tax exemption.

FINDINGS:

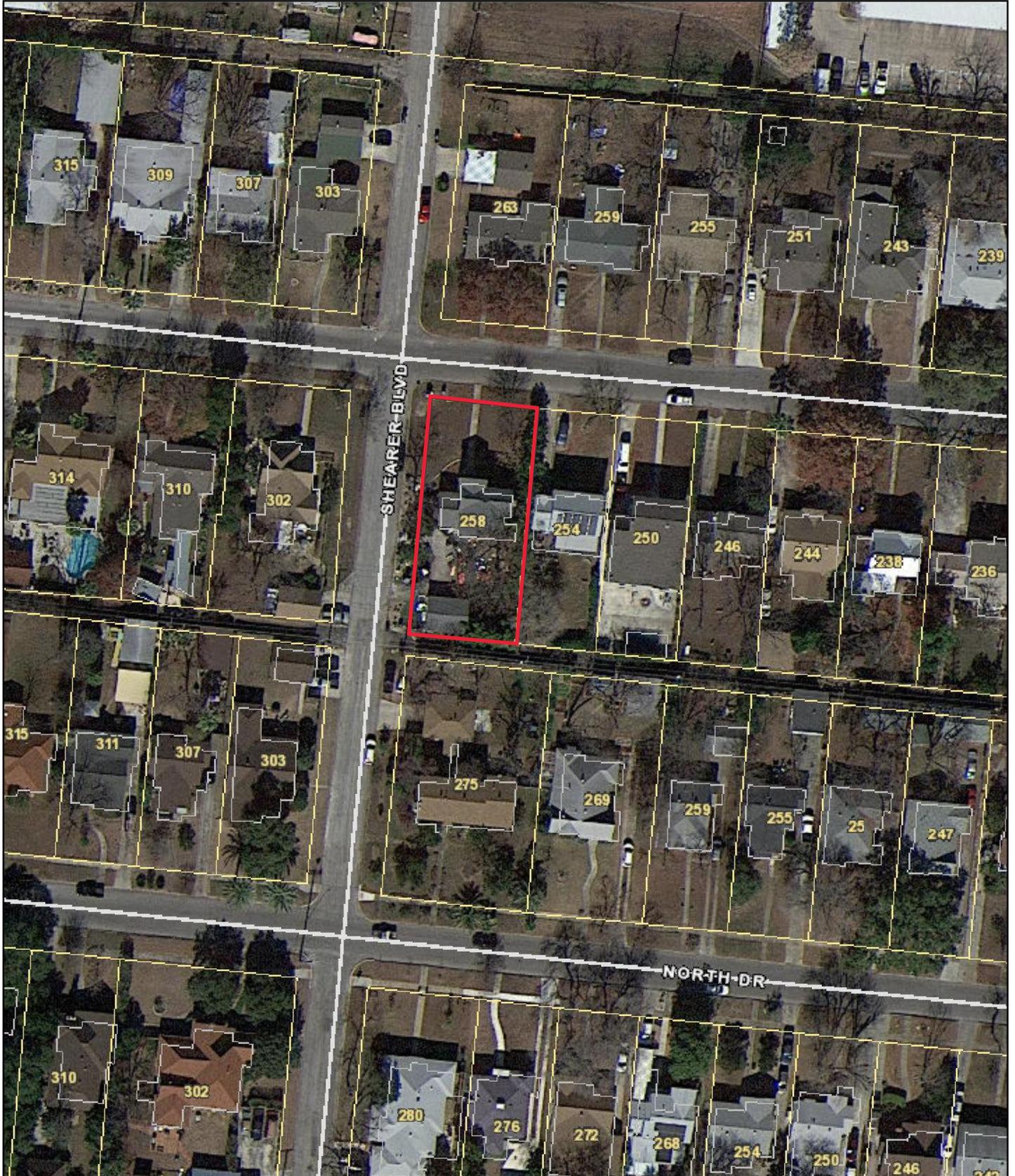
- a. The structure located at 258 Quentin is a 2-story, single-family structure constructed circa 1940. The structure features a composition shingle roof, a front gable volume with a covered porch entry with classical columns, horizontal and board and batten wood siding, and wood windows. The property is contributing to the Monticello Park Historic District. The applicant is requesting Historic Tax Certification and Historic Tax Verification.
- b. The scope of work includes electrical and plumbing upgrades, chimney repair, foundation repair, termite treatment, solar panel installation, gutter and drain repairs, and hardwood floor refinishing.
- c. The applicant has met all the requirements for Historic Tax Certification outlined in UDC Section 35-618 and has provided evidence to that effect to the Historic Preservation Officer.

- d. Staff conducted a site visit on December 12, 2023, to examine the conditions of the property. Staff verifies that all work used to qualify for the Substantial Rehabilitation Tax Incentive has been completed and that there are no existing violations on the property.
- e. The applicant has met all requirements of the City's tax verification process as described in Section 35-618 of the UDC and has furnished evidence to that effect to the Historic Preservation Officer, including the submission of an itemized list of costs that meets the threshold to be eligible for the Substantial Rehabilitation Tax Incentive.
- f. Approval of Tax Verification by the HDRC in 2023 means that the property owner will be eligible for the Substantial Rehabilitation Tax Incentive beginning in 2024. The Substantial Rehabilitation Tax Incentive applies to the City of San Antonio tax entity line only.

RECOMMENDATION:

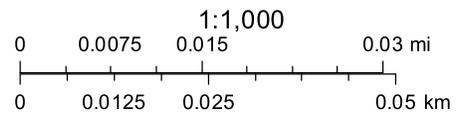
Staff recommends approval based on findings a through f.

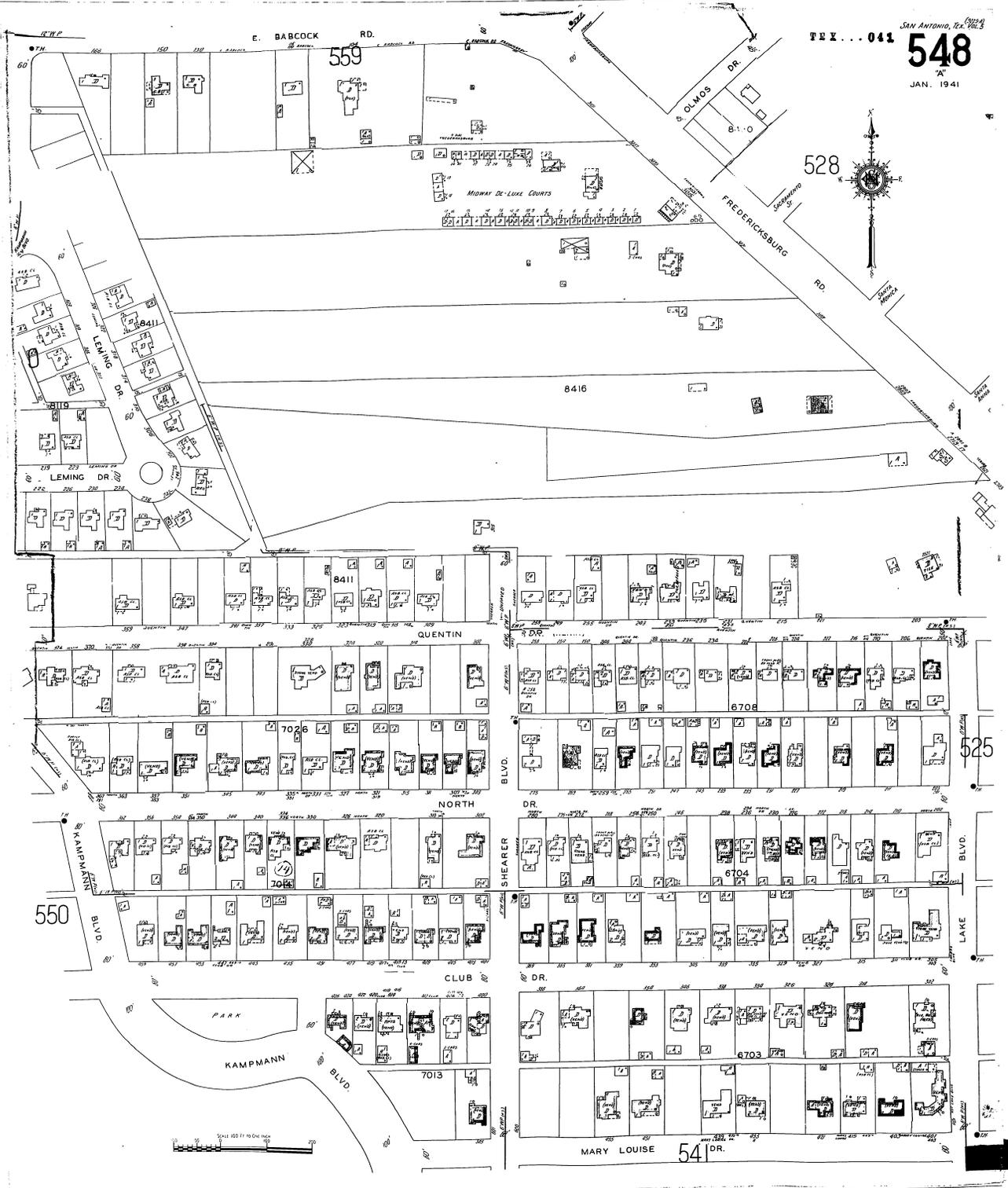
City of San Antonio One Stop



December 14, 2023

— User drawn lines













I CAN'T
BREATHE

WE BELIEVE
IN THE
FIRST AMENDMENT













Harky's Chimney & Home Services, LLC

HEADQUARTERS: 748 Bradfield Rd Houston, TX 77060 / Dallas-Ft. Worth / San Antonio / Austin / Tyler / Corpus Christi / Rio Grande Valley / FLORIDA: Orlando / Tampa / Lakeland / St. Petersburg / Sarasota / Deltona
(855) 542-7597 | info@harkyschimney.com | www.harkyschimney.com / www.harkyshome.com

RECIPIENT:

[REDACTED]

SERVICE ADDRESS:

258 Quentin Drive
San Antonio, Texas 78201

Invoice #3802

Issued	01/27/2021
Due	01/27/2021
Paid	01/27/2021

Total	[REDACTED]
Account Balance	\$0.00

For Services Rendered

PRODUCT / SERVICE	DESCRIPTION	TOTAL
01/27/2021		
San Antonio - Smoktite & Flue	Repair smoke chamber & flue area with Smoktite repair system. Warranty: 3-yr labor, limited lifetime on product. DISCLAIMER/WARNING: Harky's recommends not to use the fireplace until smoke chamber and flue area are repaired given the fire/carbon monoxide hazards with using it in it's current condition.	[REDACTED]
Repair Firebox	Tuckpoint firebox and apply refractory mortar to fill in missing mortar between bricks which can be a fire/carbon monoxide hazard.	[REDACTED]
Tuckpointing	Tuckpoint external chimney and apply mortar to fill in missing mortar between bricks which can be an area of water penetration and erode bricks faster.	[REDACTED]
San Antonio - Damper Installation	Installation of stainless steel top-mounted damper. Warranty: 3-yr labor, limited lifetime on stainless steel product.	[REDACTED]



Harky's Chimney & Home Services, LLC

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Austin / Tyler / Corpus Christi / Rio Grande Valley / FLORIDA: Orlando / Tampa / Lakeland / St.
Petersburg / Sarasota / Deltona
(855) 542-7597 | info@harkyschimney.com | www.harkyschimney.com /
www.harkyshome.com

[REDACTED]

Subtotal	[REDACTED]
Discount	[REDACTED]
[REDACTED]	[REDACTED]

PAID



Prepared for:



Evaluated on:
Friday, August 27, 2021

Evaluated By:
Clayton Davis
(210) 328-1225 | clayton@fsspecialists.com

Foundation Support Specialists
811 El Monte Blvd
San Antonio, TX 78201
Office (210) 267-8828
www.foundationsupportspecialists.com

Scope of Work

Foundation Support Specialists has performed an evaluation of your property and observed damage that requires repair in order to preserve the structural integrity of the building. The damage observed may have been caused by multiple sources that will need to be addressed. Foundation Support Specialists approaches these repairs using a comprehensive solution that addresses the source of the problems and also the symptoms they have caused. This approach provides a quality repair that lasts much longer than addressing only portions of the issues your property is experiencing.

Below, we have included a detailed explanation of how we will address the observed issues and the associated costs.

Stephanie Hawk

Excavation

Product	Quantity
Excavation <i>General excavation on project</i>	1
Access Hole	1
Notes	
N/A	

Pier & Beam

Install the Piering System under structural footings of the home per repair plan. Piers will be installed per manufacturers specifications and load tested during installation. If needed, foundation structure will be raised using a hydraulic lifting system.

Product	Quantity
Concrete Post <i>Install cement post(s) according to the following specifications: Post hole(s) to be 18" diameter, 24" depth, two story structures holes will be 30" deep. If load bearing soils are reached at shallower depth, holes will be shallower in depth, based upon engineer approval. Posts will be reinforced with #4 rebar and #3 stirrups.</i>	20
Notes	
N/A	

Professional Services

Product	Quantity
Engineering Report - SA & Aus <i>Engineer's Report and Inspections</i>	1
Project Permit <i>Permit with local jurisdiction to authorize the repair work</i>	1

Notes

N/A

Costs

Section: Stephanie Hawk

Description	Quantity	Cost
Excavation	1.00	████████
Access Hole	1.00	████████
Engineering Report - SA & Aus	1.00	████████
Concrete Post	20.00	████████
Project Permit	1.00	████████
Concrete Post Recaps	24.00	████████
Replace Flashing	1.00	████████
Total Cost:		████████
Total:		████████

Payment Terms

Stephanie Hawk	<i>Due at bid acceptance</i>	████████
████████	████████	████████
████████	████████	████████

Terms & Conditions

Contract

Foundation Support Specialists ("the Company") proposes and/or agrees to perform the scope of work at 258 Quentin Dr San Antonio, TX 78201 outlined in the estimate and diagram attached. Diagrams are not to scale. All products illustrated on diagram is approximate. All work will be performed in a professional manner. The area of repair will be returned as close to original condition/elevation as possible. The Company can not guarantee lift. Foundation Support Specialists will back fill and attempt to compact all removed dirt or stone and replace concrete/asphalt FSS found necessary to remove.

Foundation Support Specialists will provide equipment, labor, and materials to perform the work outlined in the attached estimate. The Company will use due diligence in these matters and will use quality materials that are designed for the specific use they are intended for. The Company and its crews will take precautions to protect floors, walls, and objects during the project scope, the project area will be cleaned and left free of debris once completed within good reason.

Excluding Gross Negligence or willful misconduct by the Company, the Company shall have no liability for any and all damage caused to the structure and surrounding areas while repairing and/or lifting the foundation. Excluding Gross Negligence or willful misconduct by the Company, this Agreement does not cover and disclaims liability for damage to driveways, sidewalks, lawns, shrubs, trees, any other personal property of any type in or around the structure, interior and exterior cosmetic defects or damage, plumbing, electrical, gas, or sprinkler systems that may be damaged or broken, or utilities of any type. The Company is not liable for any pre-existing conditions.

Foundation Support Specialists understands that time is of the essence and will exert due diligence in keeping with the agreed upon start and completion times. Foundation Support Specialists will not be held liable for start and completion times of this project. Including but not limited to changes caused by weather, project changes, equipment failure, or product accessibility. Deposit is refundable if cancellation is made within the three day right to cancel period. All balances are due upon completion of project unless other arrangements have been made. Balances more than 30 days past due will begin to accrue interest at a rate of 18% per annum. Customer is responsible for all fees associated with collecting on past due balances, including but not limited to attorney's fees, court fees, collection fees, etc. All warranties are void and not in effect until balances are paid in full. All documentation shall be provided to customer after all outstanding balances are paid in full.

Foundation Support Specialists is responsible for contacting line locate companies for work performed outside and is responsible for repairs related to damage of accurately marked lines. Customer is responsible for non-located and private utility lines which may include, sewer/septic, water main, sprinkler system, cable/phone/data electric and gas. Every effort will be made to avoid such incident. Your help in identifying these areas will be appreciated.

Note: Foundation Support Specialists may withdraw this proposal if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Foundation Support Specialists is authorized to do the work as specified. Payment will be made as outlined above.

By signing any forms or agreements provided to you by Foundation Support Specialists, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

Warranties

LIMITED WARRANTY - CRAWLSPACE JACK & CONCRETE POST

This limited warranty ("Warranty") applies only to the Crawlspace Jacks and Concrete Posts product installed by Foundation Support Specialists ("Company"). This warranty supersedes and voids any and all written and/or verbal warranties and/or guarantees, express or implied. The foregoing Warranty is exclusive, and in lieu of all other warranties, whether written, oral, expressed or implied. All obligations of the Company are contained herein. There is no warranty, express or implied, of merchantability or fitness of any product for a particular purpose.

Crawlspace Jacks, when installed by the Company, the manufacturer (Earth Contact Products) warrants that the products and craftsmanship will be free of defects for a period of five (5) years from the date of installation for the customer ("Customer"). Please see the details of the Manufacturer's Warranty. The Company warrants that the installation of Crawlspace Jacks and Concrete Posts will stabilize the repaired areas from further settlement for a period of five (5) years. The Company warrants that it will lift the repaired sections of the foundation in an effort to close cracks in masonry, restore other flaws such as separations at doors and windows, and return doors and windows to regular operation. Repair of the foundation does not guarantee all flaws, cracks, and functionality of windows and doors will be returned to pre-settlement condition, but all reasonable efforts will be made toward the goal of restoring the structure. The Company does not guarantee any minimum lift.

In the event that settlement reoccurs the Company, at no cost to the Customer, will provide all necessary labor and materials to adjust the Crawlspace Jacks and/or Concrete Posts. In the event that excess moisture in the soil causes changes where Crawlspace Jacks and Concrete Posts are installed additional products, such as, encapsulation, dehumidifiers, and drainage work may be necessary. Additional products will incur additional fees and are not included in this warranty.

Exclusions and limitations to the Warranty include the following; The Warranty exclusively covers areas that have been repaired by the Company. Repairs in one area do not provide support to other areas of the foundation. Additions made to a structure, damage by Acts of God including but not limit to fire, earthquake, flood, drought, terrorism, or other natural disaster, intentional damage or alteration of repair by Customer or other entity, or structure and/or repairs have been effected by plumbing leaks, soil erosion, heaving or damage caused by it, excavations, landslides, tree roots that cause damage or other adverse soil conditions will void and nullify this Warranty.

All warranties contained herein are fully transferable by the Customer. There are no fees in order to transfer the warranty. The Customer must notify the Company in writing within 60 days in the event of a change of ownership. There is no limit to the number of warranties transfers by the Customer or their successor(s) and heirs. In the event that notification is not made within the allowable time frame the warranty becomes null and void.

Waivers

Right to Cancel

You have entered into a contract. You have the right to cancel this contract or sale. If you wish to cancel your contract please notify us within three (3) business days from the date of the transaction, which is the date the contract is signed.

If you decide to void this transaction you may notify us in writing at the following address:

Foundation Support Specialists
811 El Monte Blvd
San Antonio, TX 78201

You may also send your notice electronically to the following email:

admin@fsspecialists.com

This form is provided for your convenience, but you may use any written statement that is signed and dated by you and expresses your intention to cancel.

I wish to cancel my contract with Foundation Support Specialists.

Owner's Signature

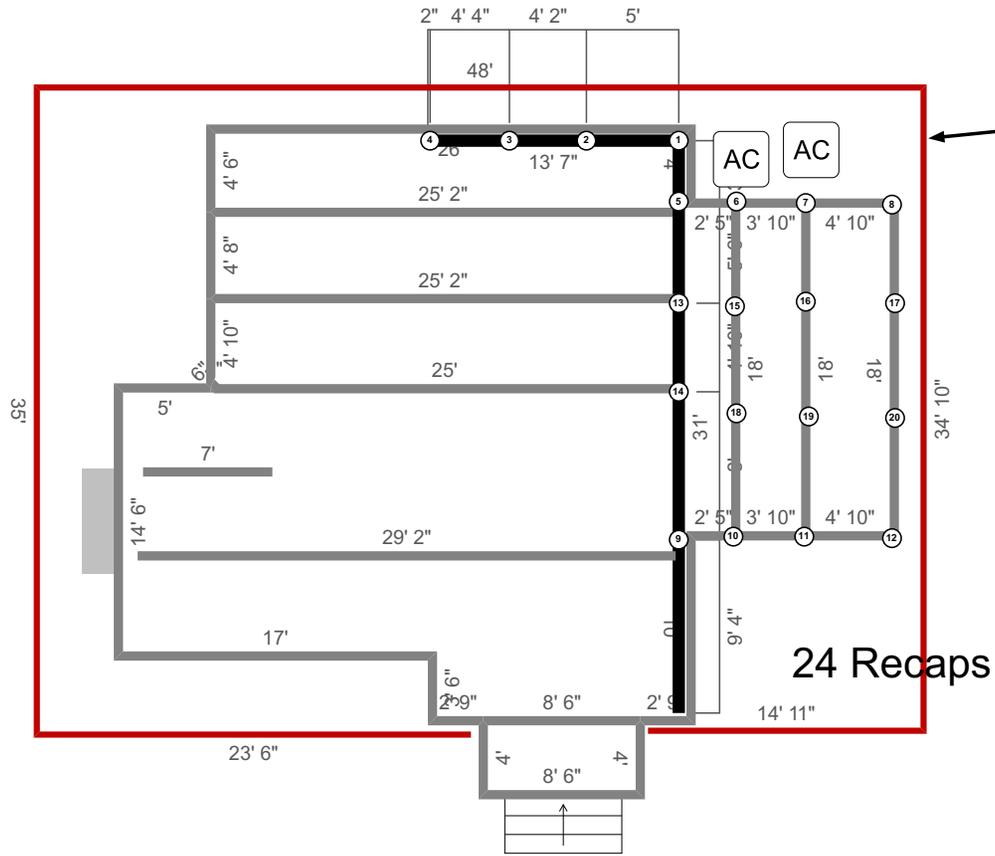
Date

Owner's Signature

Date

Legend

- Foundation 
- Exterior Pier 
- A/C 
- Beam 
- Stairs 
- Exterior Wall 
- Concrete 



Stephanie Hawk



Foundation Support Specialists
 811 El Monte Blvd
 San Antonio, TX 78201
 www.foundationssupportspecialists.com

Project Address
 [REDACTED]
 258 Quentin Dr
 San Antonio, TX 78201

Created By
 Clayton Davis
 (210) 328-1225
 8/27/2021

Narrative Summary of Completed and Proposed Work:

258 Quentin Drive is located in the Monticello Park Historic District and the home has received substantial improvements since 2021. The list of improvements includes substantial foundation repair, substantial chimney repair, substantial electrical and wiring repairs, installation of a whole house water softener system, refinished hardwood floors in the second floor, water heater replacement, kitchen sink replacement, French drain replacement, whole house termite treatment, and a 9.9 KW solar panel installation. The improvements occurred between 2021 and 2023. My wife and I purchased the home in August 2023 and are pending a solar panel install scheduled for November 29, 2023.

Itemized list of work interior and exterior:

- Electrical wiring and panels repairs: [REDACTED]
 - Contractor: All Good Electric
 - Scope of work
 - Install new 4-wire copper feeder from main outdoor panel to new indoor sub panel.
 - Install 1 new 24 space indoor breaker panel with all new standard breakers. Relocate panel to adjacent pantry wall. Use existing panel as junction box for rerouting existing wiring to new panel. Install afci breakers as required for any circuits where more than 6 ft. of wire is added.
 - Remove romex wiring from conduit at main outdoor panel and replace with new outdoor rated wiring. Install junction box in crawl space. Install junction box and covers for exposed joints.
 - Install junction boxes and covers for wiring penetrating walls.
 - Properly terminate and identify wiring in panel. Replace jumper wires from meter can to main outdoor panel with proper sized wires rated for 200 amps.
 - Replace non-functioning gfci receptacle by a/c disconnect with new weather resistant gfci receptacle.
 - Changed two faulty double pole 30 amp GE breaker.
 - Completed January 27, 2021
- Chimney Repair: [REDACTED]
 - Contractor: Harky's Chimney & Home Services
 - Scope of work:
 - Repair smoke chamber & flue area with Smoktite repair system. Warranty: 3-yr labor, limited lifetime on product. DISCLAIMER/WARNING: Harky's recommends not to use the fireplace until smoke chamber and flue area are repaired given the fire/carbon monoxide hazards with using it in it's current condition.

- Tuckpoint firebox and apply refractory mortar to fill in missing mortar between bricks which can be a fire/carbon monoxide hazard.
 - Tuckpoint external chimney and apply mortar to fill in missing mortar between bricks which can be an area of water penetration and erode bricks faster.
 - Installation of stainless steel top-mounted damper.
- Water Softener Installation: [REDACTED]
 - Contractor: Alamo Water Softeners
 - Scope of Work:
 - Full complex installation
 - Alamo Gold CR 30k Water Softener
 - Hydroguard 50 GDP Reverse Osmosis System w/4 stage twist lock filters, RO faucet, leak detector, shock block, and drip pan.
 - Completed: January 23, 2021
- Foundation Repair: [REDACTED]
 - Foundation Support Specialists
 - Scope of Work:
 - Excavation
 - Access Hole
 - Pier and Beam Concrete Posts. *Install 20 cement post(s) according to the following specifications: Post hole(s) to be 18" diameter, 24" depth, two story structures holes will be 30" deep.*
 - Concrete Post Recaps
 - Replace Flashing
 - Completed: November 11, 2021
- Termite Treatment: [REDACTED]
 - Whole house treatment
- Solar Panels: [REDACTED]
 - Advanced Solar and Electric
 - Scope of Work:
 - 27 Solar Panels at 370 Watts each.
- Other repairs:
 - Water heater replacement February 2023.
 - Kitchen faucet replacement 2021.
 - Repaired rain gutters and leaf guard installation.
 - Replaced French drains.

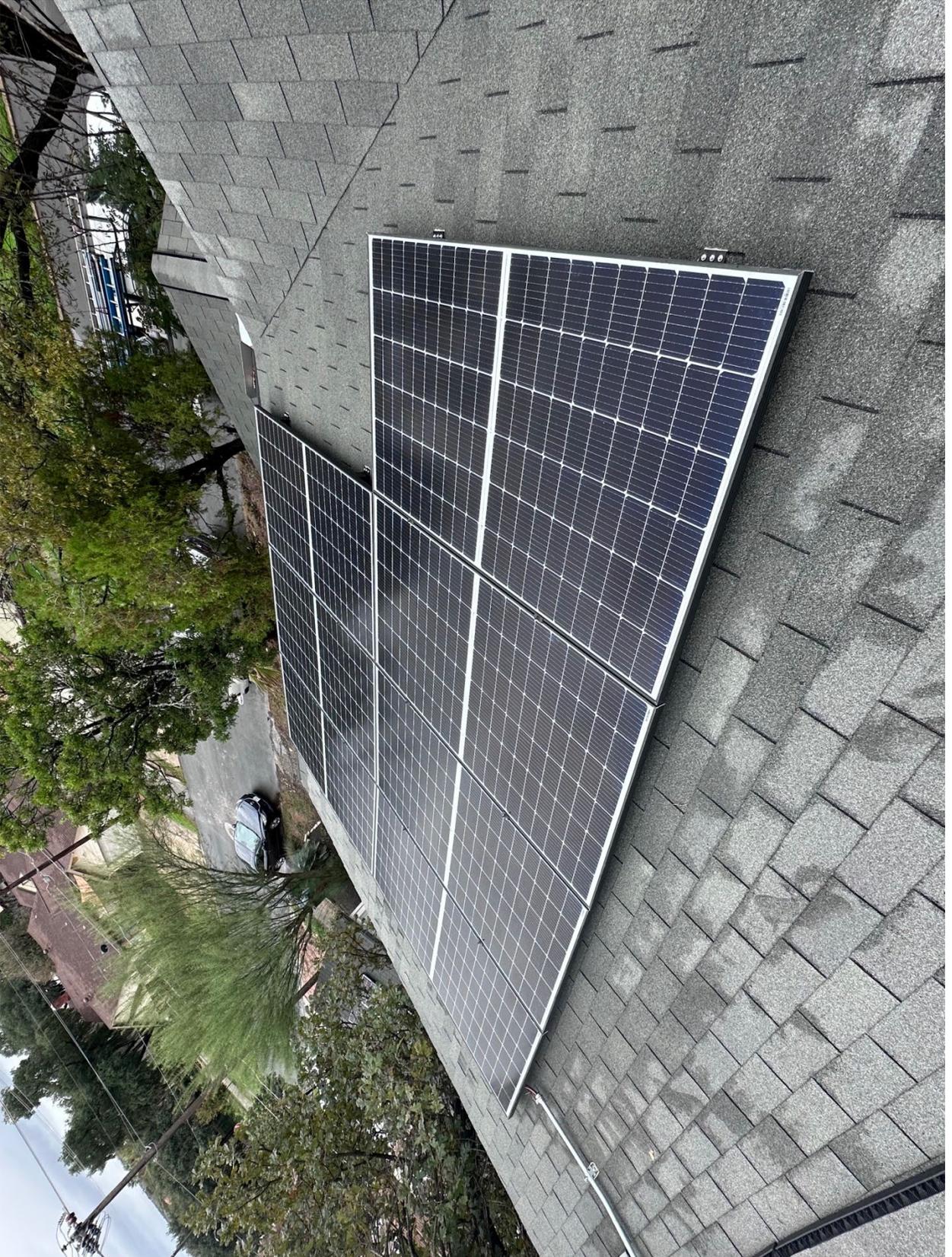
Projected Time Schedule of Remaining Work:

- The solar panel system will be installed on November 29, 2023.

Estimated Associated Costs

- 2023 Improvement Homesite Value = [REDACTED] and 30% of homesite value = [REDACTED]
- **Total improvements:** [REDACTED]





Estimated Associated Costs







HHI HOME INSPECTION & PEST CONTROL

INVOICE

210-909-8929
hhihomeinspections@gmail.com
<https://www.scheduleHHI.com>

Bill To
[Redacted]

Property
258 Quentin Dr
San Antonio, TX 78201

Date Order 07/28/2023
10404

Name	Description	Amount
Termite Treatment		[Redacted]
TAX	+ \$0.00 Sales Tax for Termite Treatment (8.25% on \$0.00)	[Redacted]
Technology Fee	3.95%	[Redacted]
TOTAL		[Redacted]
Paid (Credit Card)		[Redacted]
BALANCE DUE		\$0.00

Thank you for trusting HHI! We appreciate your business. If you have any questions please feel free to reach out to us at 210-909-8929.



PAID
[Redacted]



Your receipt from Allgood Electric

Invoice Number: 17845-1
Service Date: Jan 27, 2021
Invoice Date: Jan 27, 2021

Customer Name: [REDACTED]
 [REDACTED]

Services

Circuits - Feeder Cable 90a 240v \$0.00
 Install new 4-wire copper feeder from main outdoor panel to new indoor sub panel.

Electrical Service - Deluxe Panel Standard 125 Amp \$0.00
 Deluxe Installation Brands: Cutler Hammer. Install 1 new 24 space indoor breaker panel with all new standard breakers. Relocate panel to adjacent pantry wall. Use existing panel as junction box for rerouting existing wiring to new panel. Install afci breakers as required for any circuits where more than 6 ft. of wire is added.

Wiring Repairs \$0.00
 Remove romex wiring from conduit at main outdoor panel and replace with new outdoor rated wiring. Install junction box in crawl space. Install junction box and covers for exposed joints. Install junction boxes and covers for wiring penetrating walls.

Main Outdoor Panel Repairs \$0.00
 Properly terminate and identify wiring in panel. Replace jumper wires from meter can to main

outdoor panel with proper sized wires rated for 200 amps. *We have to do this work before working on anything else.
We will need to determine where wiring that is connected to main grounding lug terminates. We may be able to repair with proper wiring under this quote, however, depending on what it is being used for, there may be additional charges. We will provide you a separate quote for repairs in this case.

Outdoor Gfci Receptacle \$0.00

Replace non-functioning gfci receptacle by a/c disconnect with new weather resistant gfci receptacle.

Dryer not working. [REDACTED]

Changed two faulty double pole 30 amp GE breaker

Lot Price [REDACTED]

Subtotal [REDACTED]

Texas State Comptroller \$0.00

Amount Paid [REDACTED]

Payment Method January 27, 2021
Misc 4:51pm

TECL #18735 : "Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints"

(210) 255-4663 | info@allgoodelectric.com

www.allgoodelectric.com

12106 Valliant St
San Antonio, TX 78216

[Terms & Conditions](#)

*For example, a \$2,000 purchase would cost \$90.40/month for 24 months based on a 7.9% APR. All loans are subject to credit approval. Your terms may vary. Wisetack loans are issued by Hatch Bank, member FDIC. See www.wisetack.com/faqs.

Advanced Solar

Project submittal checklist

This completed form must accompany submittal package

REV. 05/2023

Customer Name: Juan Valdez Sales Rep: Ben

Rodriguez Date: 08/11/2023

Modules: Boviet 370 Watt Qty: 27

Inverters: Growatt 11.6 Qty: 1

Generator: _____ Size: _____

Batteries: _____ Size: _____

Battery Configuration (please circle, if applicable):

Whole Home (200a ATS) - Whole Subpanel (50a ATS) - Create a Critical Load Panel (50a ATS)



Finance Program _____ Credit Human 20 Year 6.99 6 Mo.

- Advanced Solar Contract & 7 Page Terms & Conditions Form Filled out COMPLETELY and Signed by both spouses (if applicable)
- Electrical service location marked on site plan.
- Please indicate in the notes below if the customer has any special contact preferences
- Payment method clearly notated. Deposit check collected. Check is Postdated
- All required electric utility paperwork (if any) signed and dated
- All applicable addendums (if any), completed, initialed, signed and dated
- Preliminary site plan signed.
- Neighborhood has gate code _____ OR Back gate is normally locked
- All required quality photos of electrical service have been taken and sent to office with the customer's name.
- You have gathered the appropriate HOA application forms (signed) and have included them in the folder to Office.
- Customer received "Leave Behind" page & Mechanics Lien Notice.
- Lead Source Type: (please circle) _____ Self Gen _____ Event: _____ Lead _____
- Category (please circle): _____, door to door, web search, repeat cust, cps website other: _____
- Customer referred by: _____ (so we can send a referral check)
- Platform (please circle): _____ -Microinverters- Optimized- _____ -RSS Only- _____ -String Level Only-
- Extras? Please describe below

Notes, comments or any add-ons we need to know about: 4,000 \$ Cash Back at commissioning - REC Rebate -
TRENCHING IS INCLUDED IN THE PRICE

DEDUCTED FROM THE INVOICE

~OR~

CHECK SENT TO CUSTOMER

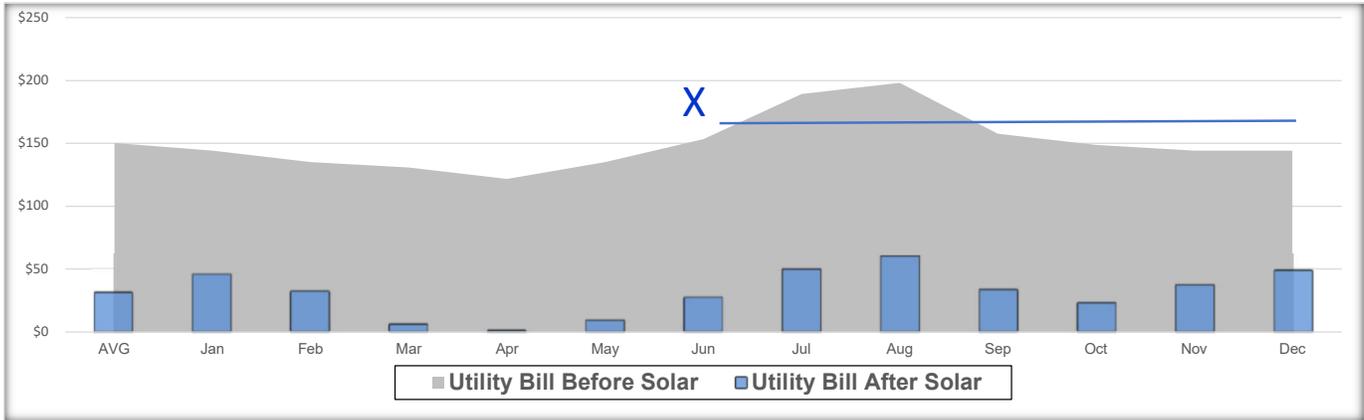
~~Check One~~



X

Please note the location of the electrical panel on the home with an

Standard Shingle Roof
One story



79% ESTIMATED offset with solar

This illustration is ACTUAL, the customer HAS provided their actual consumption history (utility bill)

-OR-

This illustration is ESTIMATED, the customer has NOT provided their actual consumption history (utility bill)

I understand that my future solar savings (kWh) is based on my actual solar system size, tilt and orientation (azimuth) and is very predictable. However Advanced Solar has no control over my actual future electrical consumption (usage). This illustrations shows what my electric bill was last year (in gray) and what it would have likely looked like last year (in blue), if I would have had solar then. I have not been told "I won't have a bill after getting solar" or some version of this implications. I understand that I may continue to receive a monthly bill from my utility company after installing solar and that this illustration is no implication that future bills will be as illustrated here. In addition, every utility company has their own unique "net-metering" policy pertaining to how much you are credited for any over production of solar. This can affect your bill and the illustration above is based on a fixed rate and the kiloWatt hours your system is expected to produce. Less favorable net-metering policies by some utility may negatively affect the actual dollar offset you receive from your solar.

TECL 27328 Regulated by the Texas Dept. of Licensing and Regulation,
P.O. Box 12157, Austin, Texas 78711, (800) 803-9202, (512) 463-6599 www.license.state.tx.us/complaints.

Advanced Solar and Electric llc is not a licensed CPA firm or Tax law entity and does not give tax or accounting advice. All financial, tax and accounting implications are not binding and are intended for hypothetical presentation sake only. Methods of filing and financial or tax related decisions are solely the responsibility of the customer and /or their own accounting professionals. Advanced Solar is not contracted by or affiliated with your utility company other than being on their list of registered solar installers.

Advanced Solar and Electric L.L.C. TECL #27328

105 W. Loop 539, Cibolo, Texas 78108 (210) 556-1399

www.advancedsolar.com sales@advancedsolar.com

PV Solar Equipment Purchase Agreement

TERMS OF SALE AND GENERAL ACKNOWLEDGEMENTS:

-TAXES-



__The current Federal tax credit for solar may only be applied to your **TAX LIABILITY!** If you have no tax or have insufficient tax liability, you may not be eligible for this credit or you may have to apply the credit to the following year/s filings.

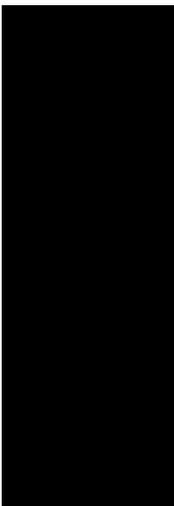


__Tax Implications: We propose tax scenarios based on general knowledge. We do not offer or imply any tax. Likewise, we are NOT licensed accountants, attorneys, or tax professionals. Customers are advised to seek licensed professional tax advice to validate any tax credit implications. This contract is a binding purchase agreement for the costs and payments listed herein, regardless of the final tax savings.



__Recent IRS tax form 5695 states: "If you received a subsidy (REBATE) from a public utility for the purchase of an energy conservation product and that subsidy wasn't included in your gross income, you must reduce your cost for the product by the amount of that subsidy before you figure your credit. This rule also applies if a third party (such as a contractor) receives the subsidy on your behalf". **This means that you must take the tax credit on the "after rebate" amount otherwise you must claim the rebate amount as income.**

**-APPLICABLE ADDENDUMS-
Provided Separately as needed.**



- __Mechanic Lien and 3rd Party Finance. (Applies to all projects unless paying in full in advance)
- __Generator Addendum
- __BATTERY Addendum
- __REC Assignment (if getting "other" rebate)

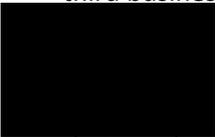
-LOANS & FUNDING-

__If financed, all exact and final monthly payment amounts will be determined by your lender. Any estimated payments given during a sales presentation are estimated and not binding. Due to many variables, including timing, credit score, discounts, re-amortizations, optional principal payments, tax credit paybacks, etc., your actual payment will vary and will be determined solely by your lender. In addition, **WHEN** and **HOW MUCH** you pay in conjunction with your **TAX CREDIT** before any re-amortization period may affect your final or adjusted payment amount.

9. [REDACTED] **STAGE FUNDING** is when your lender advances a partial payment to Advanced Solar before completion, on [REDACTED] At which point your payment schedule and interest accumulation, if any, may begin at this time. If you have made no down payment or a minimal down payment Advanced Solar is entitled to request "stage funding" from your lender and you acknowledge that your payment and interest schedule may engage immediately if stage funding is activated. Stage funding is an advance payment from your lender for work to commence to defray some of the upfront costs of the project in lieu of you making a down payment.

10. Advanced Solar and Electric LLC, upon installing a solar electric energy system on the address above in trust of payment retains a contractual lien and security interest in this solar equipment to the extent necessary to fulfill all unpaid balances of the contracted price above and may also file a UCC1 financial statement if needed. Ultimately, the property owner is responsible for payment of the entire value of the system. In the event the customer's outside financing fails to fund or make payment on your behalf for any reason, all payments are still due from the customer to Advanced Solar once installation has begun.

11. If your purchase is an "in home" sale you may be entitled by Texas law to a 3 day right to cancel your order with us. If you wish to exercise this right, please notify us by phone **AND** in writing. This should be done by midnight of the third business day after the date of the sale. You acknowledge that your sales rep has explained your rights to you.



[REDACTED] MESTEAD Notice. In accordance with Texas Property Code 53.255 I have received from my Advanced Solar representative a copy of a 3-page document regarding my rights pertaining to mechanics and materials liens that may be placed on my property in the event I do not make payments as agreed or refuse to approve stage funding from my lender as mentioned above so that work may commence with a zero down loan or minimal down payment of less than \$1,500.

13. On your behalf and promise to fulfil this contract, Advanced Solar will immediately begin processing your project which includes buying of inventory, expending clerical and design resources, and paying submittal or permit fees. Residential projects will have a **CANCELLATION FEE** of \$500 if you cancel after the state 3 day right to cancel, \$1500 after approved utility submittals have been received, and 50% of your contract amount if cancelled after your materials have been purchased and your project has been scheduled for delivery and installation.

-PERMITS AND APPROVALS-

14. If an HOA / ACC approval is required, it is the responsibility of the homeowner to obtain such approval. Advanced Solar will be happy to facilitate all applications with a signed HOA form from the customer if the HOA allows us to file on your behalf.



[REDACTED] and are at the expense of the homeowner. Advanced Solar does not offer this service, which is typically handled by a licensed plumber.

-OTHER OPERATIONAL DETAILS-

I understand that my system is "grid-tied" and still integrated with the "grid" (utility company) energy and NOT a standalone system designed for emergency backup. **WITHOUT BATTERIES, MY SOLAR SYSTEM WILL NOT PRODUCE POWER IN THE EVENT OF A POWER OUTAGE.** If there is a power outage in your area, for safety reasons, this grid tied solar energy system is designed to shut down. You may purchase a backup battery system for the sake of emergency backup, but a basic grid-tied system will not provide emergency power.

18. If I have an Enphase IQ-8 micro inverter system which is marketed to work off grid without batteries, I understand that this requires the addition of their transfer switch and control, additional electrical work at an added cost. I also understand that this system will only work during daylight hours and only within the solar power production at that time. Exceeding this real time energy production will cause the microgrid to shut down.
19. I understand that I will continue to be billed/credited by my utility company for additional energy used or produced at my property. I acknowledge that I have **NOT** been told that "**I WILL NOT HAVE AN ELECTRIC BILL**" after adding solar, and no promises have been made that I will have no electric bill after installing solar.
20. I understand that Advanced Solar and Electric is not responsible for the current or future condition of your roof and the roof should be in good condition prior to installation. It is recommended that roofs in poor condition or disrepair should be repaired or replaced prior to installation of solar energy equipment. Advanced Solar will not be responsible for roof leaks from a roof that is dilapidated, in disrepair or basically worn out.
21. We recommend the property-owner notify their insurance company of the addition of solar energy equipment to the property. Damage or reroofing needs caused by extreme weather situations or the possible cost of the solar system to be removed and reinstalled to accommodate roof repairs caused by disasters or extreme weather situations are not considered warranty work.
22. Damage to your roof or property due to hail, wind, storm-related or otherwise that requires the removal and reinstallation of your solar equipment is **NOT** a warranty matter and is a chargeable service that can be provided by Advanced Solar. Although this added cost may be covered by insurance, it is ultimately the responsibility of the customer to pay for this service. In addition, Advanced Solar is not responsible in any way for ANY LOSS OF SOLAR PRODUCTION while your system is down or out of service for such repairs.

In the event you have a warranty issue with your equipment, Advanced Solar will actively support the entire warranty. **Advanced Solar is not responsible for your lost production or downtime due to equipment**

IF TRENCHING IS INVOLVED, you should expect some significant damage to the ground and landscape.

Any damage to irrigation, buried wires etc. will be covered and repaired by Advanced Solar BUT damage to ground, grass, plants etc. is normal and other than trench filling, leveling and cleanup, no other landscape repairs will be done by Advanced Solar for grass etc. and time for re-growth will be required.

25. Advanced Solar is not, nor purports or implies to be contracted by, affiliated with, or endorsed by your utility company other than being on their list of registered qualified solar installers. Not all utility companies have an aforementioned "registered contractor" list so this may not apply.

26. Advanced Solar and Electric, LLC's power generation guaranty is for a period of 3 years from the date of commissioning and guarantees that actual energy production from your solar will be within 10% of the official forecast of energy production that is stated in your rebate documentation. These forecasts are generated by NREL (National Renewable Energy Laboratory). Advanced Solar has no control over matters of shading caused by trees, chimneys, roof outcroppings, neighboring houses, etc. Such shading will hinder solar production and these infractions will negate the power generation guaranty. The customer should expect some reduction in energy production due to shading issues. However, you may still choose to install solar for the weighted benefits of having solar even though there are known reductions in energy production. Any identifiable inclement weather issues or downtime and lost production due to manufacturer equipment failure are not covered by the power generation guaranty.
27. Advanced Solar & Electric, LLC offers a 10-year installation and workmanship warranty on all system installations and roof penetrations. The equipment manufacturer's warranty may extend beyond this time frame and will be supported by Advanced Solar within reason. Labor or trip charges may apply to perform warranty work for costs that exceed what the manufacture pays to have warranty work performed.
28. Ultimately your "net metering", or how your utility company bills and credits for solar customers is up to your utility company, and you are subject to their policies. Because we have no control over this, we can make no claim to how their policies on crediting solar over-production will affect the return on your investment or net savings after installing solar. Your utility company may also change their policy from time to time and Advanced Solar has no control over this either.
29. Ten-Year Workmanship Warranty Advanced Solar and Electric, LLC warrants that the system will be constructed and installed in a good workmanship manner according to the standards of care and diligence generally practices by solar engineering, construction, and installation companies when installing photovoltaic solar power systems of a similar size and type as the System in the geographic region where your Property is located, and pursuant to (i) good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. If upon initial inspection Advanced Solar and Electric, LLC finds your roof to be in disrepair, aged or other preexisting condition which might compromise our ability to warrant your roof you will be notified prior to construction to either address the concern or move forward acknowledging that this warranty in part or whole may be voided.

MAINTAINENCE OF YOUR EQUIPTMENT-

30. Grid-Tied solar equipment without batteries is generally very low maintenance. However, Batteries and generators may require maintenance and you should be familiar and diligent with this if you expect them to perform as they should during an emergency or power outage. Advanced Solar is a full-service company to attend to your warranty issues, but we are not an emergency response service. In the event of an equipment failure during a widespread emergency our services may not be available. Generators require oil changes, and startup exercising for the sake of maintaining the battery charge and oil circulation and periodic battery replacements. Backup solar batteries should be tested occasionally and especially before an expected weather event by simulating a power outage. We are happy to instruct you on how to perform these basic functions but may not be available if you have a problem during a widespread emergency event that affects a large sector of the population.

-YOUR EXPECTATIONS-

- 31. It is very important to us at Advanced Solar that you are satisfied and happy with your solar purchase. Your expectations as a consumer are a key element in making this happen. Please read everything you are signing very carefully; acknowledgements in this document are legally binding. As a company, we strive to give an accurate presentation of what you should expect from your investment. Please be certain that you were not promised anything by your sales rep or anyone else that is not **IN WRITING** on this document.
- 32. **Little, or no solar credit on your utility bill in the summer.** Your utility company may only show a solar credit on your bill that reflects the amount of **SURPLUS POWER** that your system **OVER-PRODUCED**. This means your **TOTAL SOLAR** production may not show up on your utility bill. Much of your solar power production goes directly into your home first. The amount of energy you will see credited on your utility bill may only represent the excess of solar power that was produced but not consumed by your home. During the summer months, this surplus is likely going to be low because you will be using more daytime energy than you do during the other months of the year. You should not anticipate a significant credit from your utility company during summer months. Your PV meter does, however, record the total amount of solar power generated and should be your reference point for solar production verification, not your billing meter.
- 33. **Solar Savings vs. Your Consumption.** Ultimately, we have no control over how much energy you consume, before or after installing solar. Solar energy is very predictable and reliable and Advanced Solar guarantees your system’s performance within our “power generation guaranty”. If you have provided us with a copy of your electric bill, we will give you a fair representation of what your electric bill may look like after installing solar based on your historic usage. However, we can make no guarantees as to how much your bill will be after installing solar because we have no control over how much power you consume. We only imply and guaranty within reason what your solar energy system will save you under normal conditions. In addition, our definition of “SAVINGS” is in the form of Kilowatt Hours. We have no control of the rates your utility company charges or what value they may assign for excess solar power that is sold back to the utility company.
- 34. **Our Power Generation Guaranty** detailed above is intended to give you confidence that your system was designed and installed properly. We make no claims as to the weather or other factors such as manufacturer warranty issues. Please be familiar with the details of this guaranty.

X  09/11/2023 x _____ / _____ / _____

Signatures of any parties listed as owners of the property job site.

Juan Valdez

Printed Name

Printed Name

258 QUENTIN DR

Address of property / job site including city, state and zip



AND ELECTRIC LLC, 105 Loop 539w, Cibolo, TX 78108
(210) 556-1399 www.advancedsolar.com TECL #27328

Renewable Energy Credit (REC) assignment

In consideration for assigning your Renewable Energy Credits (RECs) to Advanced Solar and Electric LLC, we are offering you an instant rebate in the form of a check payment or discount off your invoice of \$2500. If not deducted from your invoice this will be paid to you directly within 30 days of completion of your project.

You hereby affirm that your solar energy equipment was purchased by you with your own funds, borrowed or otherwise. Furthermore, you have not received any subsidies, compensation, rebates, or other considerations from your UTILITY COMPANY to help you purchase your solar equipment in exchange for rights to your Renewable Energy Credits (RECs) produced by the solar energy generator that you own and paid for without any assistance from your utility company.

You acknowledge that RECs currently cannot be harvested or “minted” individually and currently have little market value in TX. Likewise, the future value of RECs in Texas is unknown. In the event Advanced Solar wishes to begin capturing these Renewable Energy Credits in the future, you hereby grant permission to Advanced Solar and Electric, LLC to do so and to have access to your solar equipment on the homeowner’s side of the utility billing meter to either install a revenue grade REC meter or to maintain or update such meter.

You hereby acknowledge that you have been offered ample time to research RECs on my own, or to pursue a professional opinion and no urgency or deadline was imposed to sign this agreement and it is not a condition of the sale of the solar energy system.

You hereby acknowledge that you have read and understand the explanation given in this document and hereby agree to assign any future Renewable Energy Credits to Advanced Solar and Electric LLC in consideration for the rebate or compensation mentioned in this agreement. All parties listed on deed or ownership of property should sign this agreement.

Solar Generation Address: 258 QUENTIN DR



_____ X _____

Juan Valdez 09/11/2023

Printed Name

Date

_____ Printed Name _____ Date

*Don Dickey / CEO, Advanced Solar and Electric llc 210-872-4643, don@advancedsolar.com ,TECL #27328
07/26/2021*



Terms of Sale:

Homestead notification, 3-Day right to cancel, MECHANIC LIEN and 3RD PARTY FINANCE ADDENDUM

Advanced Solar does not wish to and typically does not file mechanic’s liens or other liens on customer’s property, but is entitled to do so if payment arrangements are not followed as detailed in this agreement. **Please make sure that the payment arrangements noted on your contract are acceptable before signing.** Failure to make payments as agreed may result in Advanced Solar needing to file such liens. Payments notated in the contract are legally binding and Advanced Solar personnel will ask to collect these payments as indicated on the contract.

If you are using a third-party finance company, it is customary for the finance company to release final or substantial funding at the time of **“completion”**. As defined here; completion does not include the city inspection or the utility company’s task of commissioning the system and energizing the system. Advanced Solar has little or no control over their scheduling of these events. You hereby agree to authorize the lender to fund Advanced Solar upon the installation and testing of your system. City inspections and utility commissioning will follow per their schedules.

I understand that if payments are not made to Advanced Solar as noted on the contract or released upon “completion” as described above; Advanced Solar reserves the right to and may file a mechanic’s lien on the property where the work took place until payment is made, in addition to any filing fees or accumulated interest allowed by the state of Texas. All parties named on the deed of trust must sign this document and the signature page of the contract.

X  _____, Juan Valdez _____, 09/11/2023
Signature (customer) Printed Name Date

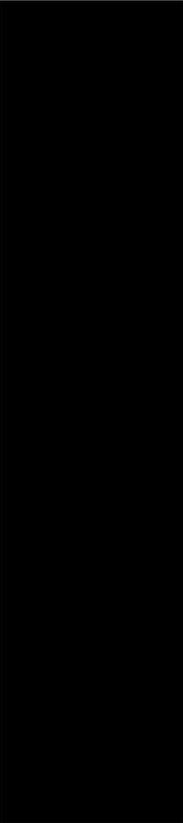
X _____, _____, _____
Signature (customer) Printed Name Date

X _____, _____, _____
Signature (sales rep) Printed Name Date



IMPORTANT DISCLOSURES

One copy must be initialed by each disclosure below, signed at the bottom of the page by Customer, and submitted with the Registration Application. A second copy must be left with the Customer.



The solar contractor from whom I am buying a solar energy system is not endorsed or contracted by CPS Energy, nor do they have any exclusivity with CPS Energy to sell solar energy systems. I have an option to obtain estimates from other approved installation companies. A list of CPS Energy Registered Contractors can be found at: <https://cpsenergy.com/solarcontractors>

The solar contractor has explained the cost of my solar system and broken down the cost as \$_____/watt (dc) which includes all solar equipment, sales commissions, sales tax, finance, and installation costs. I understand the average cost of all systems installed in the CPS Energy service territory in 2022 was \$3.91/watt (dc).

Texas law allows all customers who make an "in-home" sale a 72-hour right to cancel their purchase.

Texas law through the Texas Department of Licensing and Regulations requires that all electrical contractors provide in print their Texas Electrical Contractor License Number on all written sales and solicitation documents.

I have been presented with accurate expectations of what I should save on my electric bill. The solar contractor has provided me a savings report showing the estimated kWh production for my system.

As a solar customer, I understand I am not eligible for the Smart Meter Xchange program. CPS Energy will install two electric smart meters at my premise, one as the billing meter and another to record solar production on my premise.

THIS DISCLOSURE STATEMENT IS DESIGNED TO HELP YOU UNDERSTAND THE TERMS AND COSTS OF YOUR SOLAR ENERGY SYSTEM. THIS STATEMENT IS NOT A SUBSTITUTE FOR READING THE CONTRACT AND OTHER DOCUMENTS ASSOCIATED WITH THIS TRANSACTION. PLEASE CONSULT A TAX ADVISER FOR ANY AVAILABLE FEDERAL TAX CREDITS.

Cu _____ ez _____ Date: _____
Si _____ Address: 258 QUENTIN DR



By executing this Application, the DG Owner, or its authorized representative, certifies that the information in the Application is true and accurate and DG Owner certifies that they have read, understand and agree to comply with all CPS Energy terms and conditions as stated or incorporated in the current DG Manual, including the Interconnection Requirements and the Interconnection Terms, applicable CPS Energy Rates and Riders, CPS Energy Customer Terms and Conditions Applying to Retail Utility Service (formerly known as CPS Energy Rules and Regulations Applying to Retail Utility Service), Revised and Effective: March 1, 2019 and Service Standards, which shall prevail over any inconsistent provisions in any form or acknowledgement submitted by the DG Owner. Any additional terms or different terms proposed by DG Owner are rejected unless expressly agreed to in writing by CPS Energy.

DG Owner or authorized representative printed name, Title/Position:



Date: _____

Juan Angel Valdez Jr
258 Quentin Dr, San Antonio, TX 78201
September 8, 2023

Serving San Antonio since 2010!



TECL #27328

www.advancedsolar.com

9.99 KW System presented by:

Ben Rodriguez

ben@advancedsolar.com

Direct (210) 393-8233

Office (210) 556-1399

Pricing in this proposal is valid for 30 days

Advanced Solar and Electric L.L.C.

Site Assessment Worksheet

v-22023

CUSTOMER: [REDACTED]
ADDRESS: 258 Quentin Dr, San Antonio, TX 78201

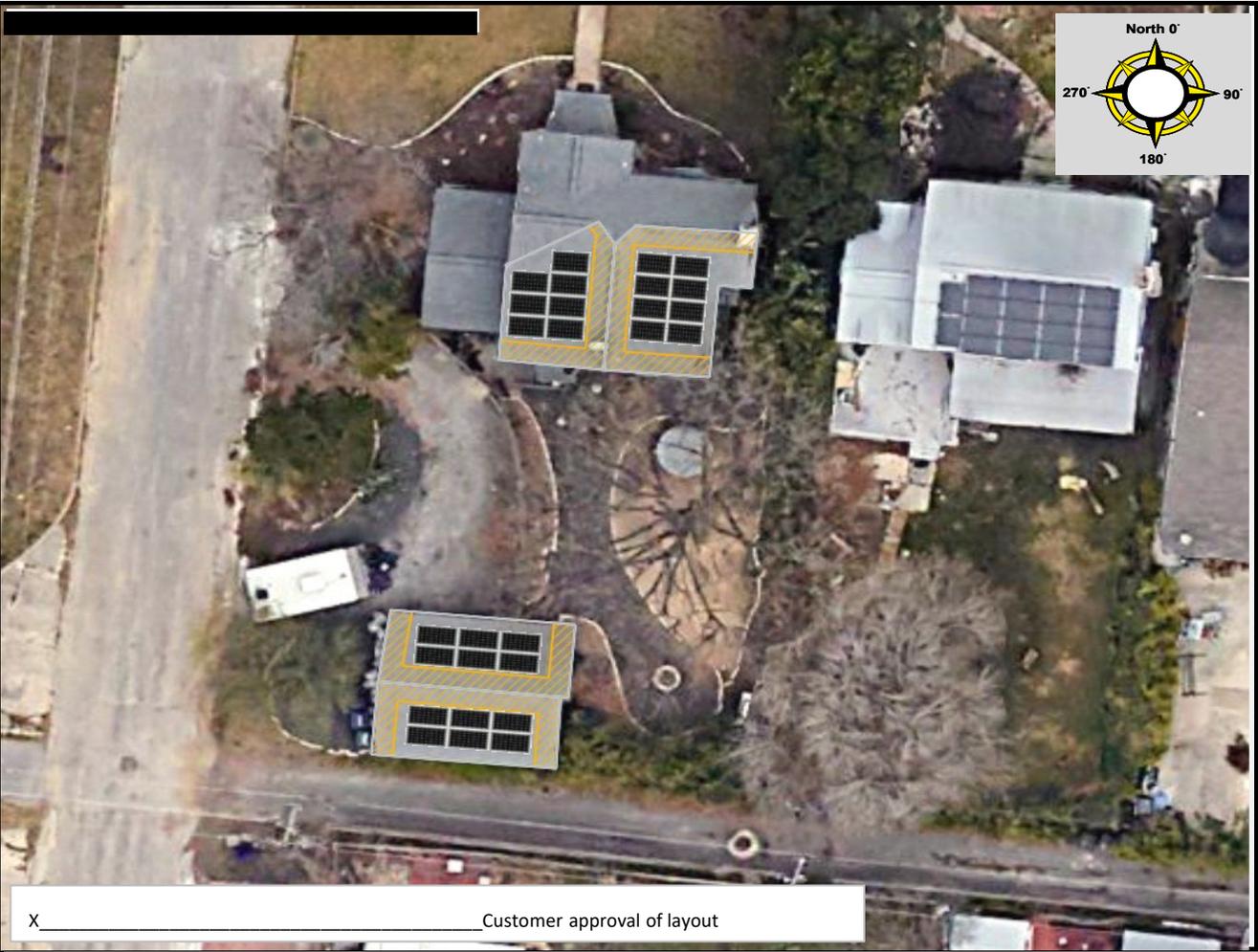
DATE: [REDACTED]
Phone 1: [REDACTED]
[REDACTED] 0

COSA

Boviet 370w, BIFACIAL! Mono, 120 half-cell, Black Frame, Clear BS

Standard Shingle Roof

QTY



X _____ Customer approval of layout



YOU ARE HERE

CONGRATULATIONS

EQUIPMENT DELIVERY

PANEL INSTALLATION

ELECTRICAL

INSPECTIONS

COMMISSIONING

STEP 1

CONGRATULATIONS! *(Estimated timeline is 60-90 days, depending on the number of approvals needed.)*

You have just made the first step in getting a Solar PV System! Our teams are working hard to get all of the necessary approvals and permits to get your system installed. Advanced Solar handles everything in house so you don't have to worry about a thing.

Your Salesman

- We will be applying to your HOA (if applicable) with all of the documents needed to get approval. HOA approval can typically take up to 30 days. Please let us know as soon as you hear from your HOA with approval.
- Often customer involvement with the HOA can speed up the process. (Some HOA's can take up to 90 days)
- We are preparing your rebate application to secure the utility rebate. Utility approval is usually received within 2 weeks of the application.
- While we get both the HOA and the Utility Approval, we are compiling the necessary documents for the city permit (if applicable).
- Once we have all of the necessary approvals and permits, we will give you a call to set up a day and time for delivery of your equipment.
- **Payment due at contract signing will be collected at this time.**

STEP 2

EQUIPMENT DELIVERY *(Estimated time at residence 1 hour or less)*

Your solar equipment has now been delivered. Typically our roof team will install your panels within 2 business days of delivery (weather permitting). At this time any payment due at delivery will be collected.

- **If a payment is due at delivery, it will be collected at this time.**

STEP 3

PANEL INSTALLATION *(Estimated time at residence varies, but typically ranges between 1-3 days)*

The roof crew does not need to get in your attic, so it is not necessary for you to be home for this part of the installation. We will contact you within 3-5 business days to schedule the electrical portion of the installation, although if a temporary shutdown is required by CPS for the electrical work, it may take longer, depending on CPS

- **If a payment is due at installation, it will be collected at this time.**

STEP 4

ELECTRICAL *(Estimated time at residence is typically 1 business day)*

You may need to be home for this portion of the installation as attic access may be required. Many installations can be completed without turning off power to the home. If a temporary shutdown is required, power may be off for up to 2-5 hours.

STEP 5

INSPECTIONS *(Estimated timeline varies based on CPS Energy)*

Now that the panels are on your roof and the electrical work has been completed, we are ready for inspections.

- If you live within the city limits, we have called for a city inspection. The City inspection usually takes place within 5 business days of installation, however this can vary.
 - You do not need to be home for the city inspection. The City inspector just needs access to the backyard
- Once your system has passed the city inspection, we will notify CPS Energy that you are ready for your final commissioning.
 - It typically takes 2 weeks for CPS to get back to us with a commissioning date. As soon as they let us know when the final commissioning is scheduled, we will give you a call so you can arrange to be home.

STEP 6

COMMISSIONING *(Estimated time at residence is typically less than 1 hour)*

- CPS Energy will inspect the system and install your second meter.
- At this time Advanced Solar will turn on the system for you.
- Once the system is turned on, we will explain how your system works.
- **Any payment due at completion or finance paperwork will be completed at this time.**



AND ELECTRIC LLC, 105 Loop 539w, Cibolo, TX 78108
(210) 556-1399 www.advancedsolar.com TECL #27328

Sec. 53.255. DISCLOSURE STATEMENT REQUIRED FOR RESIDENTIAL CONSTRUCTION CONTRACT. (a) Before a residential construction contract is executed by the owner, the original contractor shall deliver to the owner a disclosure statement described by this section.

(b) The disclosure statement must read substantially similar to the following:

"KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

"CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

"KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

"GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

"READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have

your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

"GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

"MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

"MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

"CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

- (1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

- (2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as "statutory retainage." If you choose not to withhold the 10 percent for at least 30 days

after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

"If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

"SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

"OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

"OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a 'completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement."



Alamo Water Softeners
3823 Thousand Oaks Dr
San Antonio, Tx 78217
(210) 274-6122

Invoice 14549810
Invoice Date

Billing Address

Austin & Steph Hawk
1019 West Rosewood Avenue
San Antonio, TX 78201 USA

Job Address

Austin & Steph Hawk
258 Quentin Drive
San Antonio, TX 78201 USA

Description of work

Alamo Gold CR 30K

Task #	Description
FULL-202	Full complex installation.
SHD-201	Standard Shed -Includes Assembly at Time of Water Softener Installation -Includes Shed and Pad.
DISCOUNT - Free RO	-\$370.00 Free Reverse Osmosis Unit.
DISCOUNT - Returning Customer	Discount applied to sale for customer returning to our services.
WS-105	Alamo Gold CR 30K Water Softener Basic Water Softener Installation 4 Bags of Salt Equipment Warranty: 3 year carbon/labor to change carbon 5 years labor, resin, and control valve 10 years resin tank and brine tank
RO-Hydroguard	Hydroguard 50 GPD Reverse Osmosis System w/ 4 stage twist lock filters, RO faucet, leak detector, shock block, and drip pan. 1 Year Manufactures Warranty 1 Year Labor Warranty

Paid On	Type	Memo
1/23/2021	Visa	

Thank you for choosing Alamo Water So

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee financing charge of 1% per month shall be applied for overdue amounts.

Date
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oppo
discr
acce

LOCATION] [the location
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Date
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that I will pay for this

Date