

HB 4029 Section 4 Installation Contract Checklist

This checklist is for general informational purposes only and does not constitute legal advice. Energy Trust of Oregon does not determine compliance with HB 4029 and is not responsible for how the law is interpreted or applied by third parties. Responsibility for compliance rests solely with parties subject to the statute.

General Disclosure Requirements (Section 4(1)) - An installation contract must:

- ☐ Be legibly printed or written;
- ☐ Use the same language used in any solicitation made to the customer that executes the installation contract;
- ☐ Incorporate provisions that are substantially similar to any material promises or provisions included in the solicitation;
- ☐ List the name, license number, telephone number, business address, electronic mail address or other electronic contact information for the sales agent or solar energy contractor that executes the installation contract.

Installation Contract Provisions (Section 4(2))

- ☐ An itemized list of the work or labor necessary for the installation, repair, replacement or maintenance of the solar energy system, including any known or anticipated upgrades needed for the electrical system or electric utility equipment on the customer's real property.
- ☐ The total cost to the customer of the solar energy system, including all work described and the cost per watt calculated as the total cost divided by the total nameplate rating, and any differences between this element of the installation contract and the cost of the solar energy system in the disclosures.
- ☐ A list of the operating costs, costs of maintenance and costs of warranty service for the solar energy system that the customer is liable for under the installation contract.

- ☐ A detailed payment schedule that lists all anticipated project milestones for the installation, explains when payments are due at each identified milestone and notes any points at which the customer may cancel the installation, specifying the amount of any refund due to the customer upon cancellation and any fee the solar energy contractor or sales agent may charge the customer for the cancellation.
- ☐ A list of the model and brand name of each major component of the solar energy system, noting if necessary that a model or brand name may change after the execution of the installation contract and providing that the solar energy contractor or sales agent will amend the installation contract with the customer's consent to reflect any changes.
- ☐ A description of the duration and coverage of each manufacturer's warranty, and any other warranty the solar energy contractor provides, for the solar energy system and each major component.
- ☐ A list of all maintenance activities, including but not limited to replacing the inverter, that the customer must perform to ensure that the solar energy system functions as intended and to ensure coverage under the terms of the manufacturer's or solar energy contractor's warranty.
- ☐ A description of the amount and the terms and conditions of any financing incorporated directly within the installation contract that includes a statement of the interest rate, annual percentage rate, amortization schedule and security that applies to the loan.
- ☐ The exact amount the solar energy contractor or sales agent paid as a dealer fee or other inducement to a lender to obtain financing.
- ☐ An estimate of the amount of electrical energy the solar energy system will produce in the first year of operation, measured in kilowatt hours, and a description of the methodology used, which must:
 - Use a nationally recognized industry-standard tool.
 - Consider the site-specific characteristics of the solar energy system, such as the location, orientation and angle of the solar energy system's photovoltaic panels and any shade that affects the reception of sunlight.
 - Account, at a minimum, for differences in electric energy production during the month of June and the month of December.
 - Not exceed the optimal performance rating that the manufacturer specifies for the inverter incorporated into the solar energy system.
- ☐ An explanation of the annual accounting for, or disposition of, any unused net metering credits, unused applicable bill credits from on-site generation or other applicable credits.

☐ A good-faith estimate of the electric energy cost savings the customer will realize by using electricity generated from the solar energy system during the first 12 months after interconnection. The estimate must calculate savings using the electric utility's current policy, billing rate and method of valuing excess kilowatt hours that applies to the customer's electricity use.

☐ A list of the names of and contact information for any subcontractor that will perform work under the installation contract on the solar energy contractor's behalf.

REQUIRED STATEMENTS

☐ IF YOU INTEND TO GET A LOAN TO PAY FOR ALL OR PART OF AMOUNTS DUE UNDER THIS CONTRACT, YOU SHOULD WAIT UNTIL YOU RECEIVE APPROVAL FOR THE LOAN BEFORE YOU SIGN THIS CONTRACT AND YOU SHOULD VERIFY WHETHER LOAN PAYMENTS WILL BE DUE BEFORE THE SOLAR ENERGY SYSTEM IS OPERATIONAL. THIS CONTRACT DOES NOT ALTER YOUR OBLIGATION TO PAY YOUR ELECTRIC UTILITY FOR AMOUNTS DUE ON YOUR ELECTRICAL BILL.

Customer Initials: _____

☐ YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE BUSINESS DAYS AFTER YOU SIGN THIS CONTRACT. TO CANCEL, YOU MUST NOTIFY IN WRITING THE PERSON IDENTIFIED FOR THIS PURPOSE IN THIS CONTRACT AND YOU MUST SEND THE NOTICE TO THE PERSON BY E-MAIL OR BY CERTIFIED POSTAL MAIL NO MORE THAN THREE BUSINESS DAYS AFTER SIGNING THE CONTRACT. IF YOU SEND A CANCELLATION NOTICE BY E-MAIL, FOR THE PURPOSE OF DETERMINING YOUR RIGHT TO CANCEL THE DATE ON WHICH YOU SEND THE E-MAIL IS THE DATE OF YOUR NOTICE OF CANCELLATION.

Customer Initials: _____

☐ Before you repair or replace your roof, review the warranties for your solar energy system that are included in this contract and ensure that you comply with the terms of the warranties. You are responsible for all costs and work needed to remove and reinstall the solar energy system and interconnect it with your electric utility.

Customer Initials: _____

☐ If your solar energy system is installed on residential property, your tax liability must be sufficiently large to use any renewable tax credits that allow you to offset taxes that you owe to the federal government but do not provide money directly to you. IF YOU ARE PARTICIPATING IN GOVERNMENT ASSISTANCE PROGRAMS OR ARE ON A FIXED INCOME, YOU MIGHT NOT BE ELIGIBLE FOR RENEWABLE ENERGY TAX CREDITS. Related items may

not be eligible for a tax credit, including the cost of repairs to your roof and financing fees. You should consult an independent tax professional if you are relying on a tax credit to afford the cost of the solar energy system installation. For more information, contact the Internal Revenue Service.

Customer Initials: _____

☐ Your solar energy system will automatically disconnect from your electric utility's power grid if a power outage occurs. This disconnection occurs so that workers making repairs on the power grid do not risk a shock from electricity your solar energy system generates. If this automatic disconnection occurs, YOUR SOLAR ENERGY SYSTEM WILL NOT PROVIDE ELECTRICITY TO YOU DURING THE POWER OUTAGE.

☐ It is important to understand that electric utility rates and net metering program rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information about rates, contact your local electric utility or the Public Utility Commission. Tax incentives and other incentives available from a state government or the federal government are subject to change, expiration or termination, which may affect estimates of savings. Please read your contract carefully for more details.