

Rhode Island Energy Case Number:

Net Metering Residential Participant Customer Disclosure Form Third Party Ownership

The purpose of this form is to provide consumers with a uniform and transparent resource to evaluate potential solar transactions under the Net Metering Program. This form is required to be completed by the solar installer installing the system and submitted with the interconnection application to Rhode Island Energy.

CUSTOMER INFORMATION	
Customer Name:	
Site Address:	
City, State, Zip:	
Phone:	
Email:	
INSTALLER CONTACT INFORMATION	PRIMARY SERVICE CONTACT INFORMATION
Company:	Company:
General Contractor Registration/License #:	
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Email:	Email:
SOLAR RETAILER INFORMATION	
Solar Retailer:	
Solar Retailer Salesperson:	
CONTRACT, COST, AND ESTIMATED PERFORMANCE INFORMATION	
System Size (kW DC):	
Contract Signed Date:	
Contract End Date:	
Option to Renew: ☐ Yes ☐ No	
Option for Buyout: ☐ Yes ☐ No	
Starting Rate (\$/month or \$/kWh):	
Rate Increase Frequency (Monthly, Quarterly, Annually, etc.):	
Amount of Rate Increase (\$/month, \$/kWh, or percentage):	
Does the solar retailer provide any warranties? ☐ Yes ☐ No	
If Yes, describe any roof penetration warranty or other warranty provided by the solar retailer:	
Where in the contract is the warranty information located?	
Are all warranties transferrable in the event of a property sale?	Yes ☐ or No ☐

Has a shading analysis been completed for the property?	Yes		or	No	
How much production is expected to be lost due to shading? (%):					
How many arrays are included in the solar PV system?					
Year One Payments (\$):					
*If the solar retailer provides a written estimate of the potential customer's projected savings based on similar installations (with the same geographic orientation in similar climates), the following information on estimation must be entered:					
Expected life of the system according to the manufacturer's warranty:					
Electrical usage and the system's designed offset of the electrical usage:					
Estimated First-Year Energy Production:					
Estimated Annual Energy Production Degradation:					
Estimated Total Production Degradation by The End of the Solar Agreement:					
*THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR FURTHER INFORMATION REGARDING RATES, CONTACT YOUR LOCAL UTILITY OR THE STATE DIVISION OF PUBLIC UTILITIES AND CARRIERS"; AND "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION.					
OTHER INFORMATION					
Can the power purchase agreement or Lease be transferred to a purchaser of the home or real property where the system is located? ☐ Yes ☐ No If transferable, what are the conditions for transfer? Provide details on which section of the contract provides the conditions of a transfer or other options available to the homeowner: Page #: ____					
Please indicate whether operations or maintenance services are included as part of the solar agreement? ☐ Yes ☐ No If yes, provide fill out the section titled "PRIMARY SERVICE CONTACT INFORMATION" with the relevant information.					
Please specify whether the solar retailer or the customer will obtain insurance. If neither party will obtain insurance, please indicate "None." ☐ Yes ☐ No ☐ None Is the customer responsible for unintentional loss or damage? Where in the contract is information on damage or loss included? If indicated above, the solar retailer will not obtain insurance against damage or loss to the system and the customer is responsible if there is damage or loss to the system.					

What will happen to the system at the end of the term of the power purchase agreement or Lease? Provide details:
Will the solar retailer make a fixture filing or other notice in the city or town real property records covering the system? ☐ Yes ☐ No If Yes, describe any fees or other costs associated with the filing that may be charged to the customer:
Does the contract include provisions on customer payment in the event of an extended system shutdown? ☐ Yes ☐ No If yes, where in the contract is this information located? Page #: ____
Is there a system performance or electricity guarantee? ☐ Yes ☐ No If yes, where in the contract this information on the guarantee located? Page #: ____
Is the customer aware that if they fail to make installment payments, the solar retailer may place a lien on the residence, effective only after written notice is provided. ☐ Yes ☐ No ☐ N/A If yes, on what page in the contract is this stated? Page #: ____
Construction Costs Disclosure: Is the customer responsible for any construction or other upfront costs or fees, and can the developer disclose any known or estimated construction costs, noting that these costs may not yet be determined or may change depending on whether they are provided before or after interconnection? ☐ Yes ☐ No If yes, provide Details:

KEY RESPONSIBILITIES CHECKLIST	PRIMARY INSTALLER	HOST CUSTOMER
System Operations and Maintenance		
Submission of Interconnection Application to Utility		
Securing the Required Solar Permit		
Obtaining Engineering Approvals		
Scheduling Inspections		
Participation in Inspections		

OWNERSHIP OF INCENTIVES AND CREDITS	PRIMARY INSTALLER	HOST CUSTOMER
Beneficiary of Net Metering Credits		X
Owner of Federal Investment Tax Credit *The Residential Clean Energy Tax Credit, commonly referred to as the federal investment tax credit or federal ITC, allows the system owner to claim 30% of the cost of the solar energy system as a credit against their federal tax bill. A tax credit is not a rebate or a refund. A tax credit is a dollar-for-dollar reduction in federal taxes you would otherwise owe. Please consult a tax professional regarding the applicability of this credit for this project. Under a third-party ownership arrangement, the host customer is not eligible to claim the ITC.	X	

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Legislative or regulatory action may affect or eliminate your ability to sell or get credit for any excess power generated by the system and may affect the price or value of that power.

*** If this form indicates that the warranty or maintenance obligation may be transferred, then be advised the maintenance and repair obligations under your contract may be assigned or transferred without your consent to a third party who will be bound to all the terms of the contract. If a transfer occurs, you will be notified of any change to the address, email address, or phone number to use for questions or payments or to request system maintenance or repair.**

*** NO EMPLOYEE OR REPRESENTATIVE OF [NAME OF SOLAR RETAILER] IS AUTHORIZED TO MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED IN THIS DISCLOSURE FORM CONCERNING COST SAVINGS, TAX BENEFITS, OR GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON ANY PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS DISCLOSURE FORM.**

*** [NAME OF SOLAR RETAILER] IS NOT AFFILIATED WITH ANY UTILITY COMPANY OR GOVERNMENT AGENCY. NO EMPLOYEE OR REPRESENTATIVE OF [NAME OF SOLAR RETAILER] IS AUTHORIZED TO CLAIM AFFILIATION WITH A UTILITY COMPANY OR GOVERNMENT AGENCY (UNLESS COMPETITIVELY PROCURED WITH A PUBLIC SOLITICATION).**

***The Rhode Island Contractors' Registration and Licensing Board ("CRLB") is the agency charged with regulating contractors in the State of Rhode and is governed by Rhode Island General Laws § 5-65-1 et seq. The CRLB claim process is an administrative alternative for property owners who are unsatisfied with the work of a contractor and who wish to resolve the dispute outside of court. To learn more about the law visit <http://www.crb.ri.gov/>**

Customer Right to Cancel or Rescind Solar Agreement:

The customer has the right to cancel or rescind a solar agreement within seven (7) business days of entering into the solar agreement. The solar retailer shall, at the time of entry into the contract, lease or other agreement give a written right of cancellation or rescission notice to the consumer, in hard copy or via electronic mail with copy attached or downloadable. The notice must state:

"NOTICE OF RIGHT TO CANCEL OR RESCIND"; (DATE OF TRANSACTION) "YOU MAY CANCEL AND RESCIND THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN (7) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL OR RESCIND, YOUR CANCELLATION OR RESCISSION NOTICE MUST STATE THAT YOU DO NOT WISH TO BE BOUND BY THE AGREEMENT AND MAILED BY REGISTERED OR CERTIFIED MAIL NOT LATER THAN MIDNIGHT

SEVEN (7) DAYS FOLLOWING THE CONSUMER'S SIGNING THE AGREEMENT, EXCLUDING SUNDAY AND ANY HOLIDAY ON WHICH REGULAR MAIL DELIVERIES ARE NOT MADE. ALL CANCELLATIONS MUST BE MAILED TO: (INSERT NAME AND ADDRESS OF THE SELLER)."

Whenever a contract, lease or other agreement for the sale or lease of a residential solar energy system fails to conform to the provisions of this section and/or if the consumer or the consumers agent has notified the solar retailer of the consumer's intent to cancel the agreement by registered mail, return receipt requested, the solar retailer shall have five (5) business days to return to the consumer any deposits, fees, costs or other payments made by the consumer and any note or other evidence of indebtedness, and any security interest arising out of the transaction shall be cancelled or terminated. Failure to return all deposits, fees, costs and other payments and evidence of indebtedness or to cancel or terminate any security interest shall enable the consumer to recover from the solar retailer treble damages plus reasonable attorneys' fees and costs in any subsequent legal proceeding. The consumer's right of rescission shall not be waived, sold, or abrogated in any way or manner. Good-faith estimate allowed. If a solar retailer does not, at the time of providing a standard disclosure form, have exact cost information required to be included in the standard disclosure form, the retailer may make a good-faith estimate of that information, if the solar retailer clearly indicates that the information is an estimate and provides the basis for the estimate. If the solar retailer's final cost assessment differs from previously provided estimates, the retailer shall provide a new and complete standard disclosure form including itemization of cost differences from the previous estimate.

Private Right of Action:

Any person having a claim against a solar retailer under a solar agreement and/or with respect to a residential solar energy system may, in addition to any other common law action or administrative remedy, bring an action under the rules of civil procedure in a state court of competent jurisdiction. A civil action filed in court under this section may be instituted in lieu of, or as a supplement to, the department's administrative proceedings. In an action filed under this section in which the plaintiff prevails, the court may, in addition to any judgment awarded to the plaintiff, require treble damages, reasonable attorneys' fees, and the costs of the action to be paid by the defendant.

Parties may agree to arbitrate disputes under the RI Arbitration Act. RI Gen. Laws 10-3-2.

NOTE 1: All solar PV projects installed under the Net Metering program may be subject to a mandatory third-party inspection.

NOTE 2: Solar installation companies that do not provide accurate information on disclosure forms may be subject to penalties, including but not limited to, being named in the annual Office of Energy Resource's Quality Assurance Report.

I, _____, (Customer name) hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

Customer Signature:

Date:

I, _____, (Installer name) hereby confirm that I have provided the customer the above information.

Installer Signature:

Date:

Relevant Links and Contact Information

Rhode Island Office of Energy Resources

Website: <http://www.energy.ri.gov/>

Attorney General's Office

Website: <http://www.riag.ri.gov/>