

Rhode Island Energy Case Number:

Net Metering Residential Participant Customer Disclosure Form Direct 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:			
Installer:			
Installer's General Contractor Registration/License Number:			
CONTRACT, COST, AND ESTIMATED PERFORMANCE INFORMATION			
Make and Model of Solar Panels:			
Make and Model of Inverters:			
Provide Details on the Panel Positioning on the Customer's Property:			
System Size (kW DC):			
Does the solar retailer provide any warranties? Yes or 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?	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?			
	Array 1	Array 2	Array 3
Ordinal Direction of Array			

Array Production %			
Expected life of the system:			
Approximate Start and Completion Dates for the System's Installation:			
What is the Final Purchase Price for the system before any rebates or other incentives (\$)?			
Electrical usage and the system's designed offset of the electrical usage:			
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:			
Estimated First-Year Energy Production (kWh):			
Estimated Return on Investment Over the Term of the Solar Agreement:			
Estimated Annual Energy Production Degradation:			
Overall Percentage Degradation Over the Term of the Solar Agreement:			
Estimated Projected Savings Over the Life of the Solar Agreement (Only is written estimates are provided):			
*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.			
FINANCING & LENDER INFORMATION*			
Loan Officer/Financier's Full Name:			
Company:			
Phone Number:			
Email Address:			
FOR FINANCED SYSTEMS ONLY: Does the above-listed Final Purchase Price include any dealer fees or other finance-related charges (i.e. seller's points) that would not be charged to a customer in a similar cash transaction? ☐ Yes ☐ No NOTE: The Final Purchase Price MAY include the following: Seller's points – Fees paid by the solar retailer to lower financing interest rates. Dealer fees – Additional charges tied to financing. Other finance-related costs – Fees not applicable to a cash purchase.			
FOR FINANCED SYSTEMS ONLY: If applicable, has the customer been informed that a failure to make installment payments could result in the solar retailer may placing liens for payment on the residence, effective only after written notice is provided to the customer? ☐ Yes ☐ No ☐ N/A			
FOR FINANCED SYSTEMS ONLY: Price Quoted for Cash Purchase _____ Price quoted for Financed System: _____ What is the amount of the Solar Retailer paid fees (if any) that are included in the final purchase price that would not be included in a cash price?			

FOR FINANCED SYSTEMS ONLY: Payment Schedule (Provided by Financier)

Please indicate whether each item is applicable to the customer's agreement.

Application Fees: Does the financial agreement include application fees?

☐ Yes

☐ No

If yes, amount: _____

Are there any up-front charges or down payments specified in the agreement?

☐ Yes

☐ No

If yes, amount: _____

Are there scheduled payments as part of the agreement?

☐ Yes

☐ No

If yes, amount and schedule: _____

Is there a final payment required at the end of the agreement?

☐ Yes

☐ No

If yes, amount: _____

Total of all payments: _____

OTHER INFORMATION

Rate of any assumed annual electricity rate increase and the basis for this assumption:

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Provide details on any warranty, representation, or guarantee of Energy Production:

Will the solar retailer obtain customer approval to connect the system to the customer's utility?

☐ Yes ☐ No

If No, describe what the customer must do to interconnect the system to the utility:

Please specify whether the solar retailer or the customer will obtain insurance. If neither party will obtain insurance, please indicate "None."

If the solar retailer does not obtain insurance against damage or loss to the system, the customer will be responsible for any damage or loss.

Acknowledgment:

☐ Yes ☐ No ☐ None

Did the installer and the customer discuss the condition of the roof, including the potential cost for removing and reinstalling the array in the event that repair or replacement of the roof is needed?

☐ Yes ☐ No

Roof Age: ____ years

Will the solar retailer make a fixture filing or other notice in the city or town real property records covering the system, including a notice of an independently-owned solar energy system?

☐ Yes ☐ No

If Yes, describe any fees or other costs associated with the filing that may be charged to the customer:
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.
Are payments for any operations or maintenance contract included in the Final Purchase Price? ☐ Yes ☐ No
Are there separate payments for operations or maintenance? ☐ Yes ☐ No If yes, amount: _____
Are there payments related to the replacement of PV system components that are not covered under an equipment/workmanship warranty? ☐ Yes ☐ No If yes, amount: _____
Did the installer and the customer discuss all available solar state and federal incentives? ☐ Yes ☐ No
Describe any system performance or electricity production guarantees:
Please provide an itemized description of any additional fees or charges related to the agreement, if applicable. Itemized fees: _____
System Warranty Transfer Information Transferability of the Warranty of the System: Is the warranty of the system transferable? ☐ Yes ☐ No Conditions for Transfer: If the system is transferable, what are the conditions for transfer?
Construction Costs Disclosure: Is the customer responsible for any upfront construction or other costs/fees, and can the developer disclose any known or estimated construction costs? This could also include enabling upgrades (e.g. electrical panel or transformer upgrades) ☐ Yes ☐ No If yes, provide details: Note: these costs may not yet be determined or may change depending on whether they are provided before or after the interconnection process begins.

KEY RESPONSIBILITIES CHECKLIST	PRIMARY INSTALLER	SYSTEM OWNER
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	SYSTEM OWNER
Owner of Net Metering Credits		X
Owner of Federal Investment Tax Credit *The federal solar tax credit, commonly referred to as the investment tax credit or ITC, allows you to claim 30% of the cost of your solar energy system as a credit to your federal tax bill. It is not a refund. Please consult with a tax professional regarding the credit.		X

* If your System is financed, carefully read any agreement and/or disclosure forms provided by your lender. Your installer may not be aware of the terms of your financing agreement, which may include fees not listed above. This disclosure does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a contract.

* 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.

* 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) 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.

Statement of Account:

Disclosure to purchaser of property within ten (10) business days of a written request from the lessee under a lease or the debtor under a financing agreement with respect to a residential solar energy system, any solar retailer who is the lessor or creditor with respect to such lease or financing, or if the lease or financing is held by or has been assigned to a third party, the third-party lessor or creditor, shall provide a written statement to the lessee/debtor of all amounts then or thereafter due and owing under the lease or financing agreement. In any purchase and sale agreement or other contract for the sale of residential property that has a residential solar energy system which is subject to a lease or unpaid financing, the homeowner selling the property shall disclose to the property purchaser the existence and terms of such lease or financing.

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.

Loans and Financing:

No person or company, including a solar retailer, shall provide a loan or otherwise finance or provide financing including retail installment contracts for the purchase and sale of a residential solar energy system or broker or service such loans, directly or indirectly, without first obtaining a license pursuant to chapter 14 of title 19, and no person or company engaging in such activities shall be exempt from licensure under § 19-14.1-10.

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/>