

Board for Contractors
SOLAR ENERGY SYSTEM DISCLOSURE FORM

In accordance with § 54.1-1117.1 of the Code of Virginia and 18VAC50-22-265 of the Board for Contractors Regulations, any sale, lease, or power purchase agreement for a solar energy system must include the following written disclosures provided to a consumer or purchaser prior to the execution of the written contract. This disclosure form must be signed by the consumer or purchaser and the solar installation company, and all pages must be initiated by the consumer or purchaser where indicated. Pursuant to 18VAC50-22-260 B 11 of the Board for Contractors Regulations, this signed disclosure form must be retained by the solar installation company for a period of five years from the date of contract.

1. Pursuant to § 54.1-1117.1 F 8 of the Code of Virginia, the customer or purchaser has the right to cancel the contract, without penalty, within five (5) business days of contract execution.

I have the right to cancel the contract without penalty within five business days of the contract execution.

No ☐

Yes ☐

Date and time the right expires: _____

Customer may cancel the contract via:

☐ Email: _____

☐ Certified letter

Mailing Address: _____

☐ Fax: _____

☐ Other: _____

2. Whether and to what extent maintenance and repairs are included, and any solar energy system maintenance costs for which the customer will be responsible.

Maintenance and/or repairs are included.

No ☐

Yes ☐ If yes, describe the extent of the maintenance and repairs coverage below.

Maintenance costs will be covered by the customer.

No ☐

Yes ☐ If yes, identity the costs below.

3. The following statement: "Comparable equipment may be installed. Such comparable equipment shall be substantially similar equipment to the proposed solar energy system and will not result in a reduction of the estimated first year production by more than five percent, a decrease in the solar energy system's kilowatts-AC and kilowatts-DC size, or an increase in the purchase price for the solar energy system."

4. A description of the workmanship warranty that covers repairs for any damage to the customer's residential property in connection with the solar energy system installation.

Provide a description of the workmanship warranty below.

5. For a lease, whether the cost of removal of the solar energy system is included in the contract.

The cost of removal of the solar energy system is included in the contract.

No ☐

Yes ☐

This is not a lease ☐

6. A brief description of the basis for any savings estimates that were provided to the customer or purchaser, with a copy of such savings estimates, which shall include the applicable electric utility rates for service, assumptions for increases to future rates for electric service, estimated solar energy system production, and the availability of programs that provide utility compensation for excess energy generated by the solar energy system at the time of contract execution.

Provide this description below.

7. Information concerning the retention and ownership of any renewable energy credits associated with the solar energy system.

Provide this information below.

8. The individual or entity responsible for obtaining electric interconnection approval for the solar energy system.

_____ is responsible for obtaining electric interconnection approval
Full Name of Individual or Entity
for the solar energy system.

9. The following statement: "The assumptions used to estimate savings such as utility rates may change. There may be fees and standby and demand charges that cannot be offset with solar energy, and excess electricity sent back to the grid may be credited at rates below what you pay for electricity. For further information regarding rates, you may contact your local utility or the State Corporation Commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative, or regulatory action, which may impact savings estimates. Please read your contract carefully for more details.

10. If applicable, whether the owner or lessor of the solar energy system will be submitting a financing statement for the system. If a solar financing statement is submitted, the following statement shall also be included: "A solar loan, lease, or power purchase agreement may affect your ability to sell your home. A buyer may not be willing to assume such obligations, which may affect a home sale."

The owner or lessor of the solar energy system will be submitting a financing statement for the system.

Not Applicable ☐

No ☐

Yes ☐ **If yes, I understand that a solar loan, lease, or power purchase agreement may affect my ability to sell my home. A buyer may not be willing to assume such obligations, which may affect a home sale.**

No ☐

Yes ☐

11. If applicable, information regarding transferability of the lease and any conditions for lease transfers in connection with a customer selling the customer's home.

I have been provided with information regarding transferability of the lease and any conditions for lease transfers in connection with a customer selling the customer's home.

Not Applicable ☐

No ☐

Yes ☐

----- PROVIDE SIGNATURES ON THE FOLLOWING PAGE -----

CUSTOMER/PURCHASER

Print Name _____

Signature _____ Date _____

SOLARY INSTALLATION COMPANY REPRESENTATIVE

Print Name _____

Signature _____ Date _____