

Distributed Generation Disclosure Statement

[Month] [Day], 2018

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I. Party Information (H.B. 199, Section 3(A)(1-3))

(Buyer or Lessee)

Name: _____

Address: _____

Telephone: _____

Email: _____

System Installer

Maintenance Provider (if different from installer)

Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

State Contractor's License: _____

State Contractor's License: _____

II. (Price or Payments) (H.B. 199, Section 3(A)(7),(9))

The Total Purchase price including the Cost of Financing: \$ _____

Total Projected Cost of Lease or Power Purchase Payments: \$ _____

III. (Financing or Leasing) (if applicable) (H.B. 199, Section 3(A)(9))

\$ _____ Total Amount Financed _____ Total Number of Payments

\$ _____ Payment Amount _____ Payment Frequency

% _____ Annual Percentage Rate _____ Payment Due Date

\$ _____ **Total Cost**

IV. Fees (H.B. 199, Section 3(A)(8))

A) \$ _____ Late Fee (Include the circumstances triggering any late fees.) See (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)

B) \$ _____ Estimated System Removal Fees. See (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)

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- C) \$ _____ Uniform Commercial Code notice removal and refiling fees. *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- D) \$ _____ Maintenance Fees. *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- E) \$ _____ Internet Connection Fees. *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- F) \$ _____ Automated Clearing House Fees. *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- G) \$ _____ (List one-time or recurring fees.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- H) \$ _____ (List one-time or recurring fees.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- I) \$ _____ (Add spaces as needed.)

V. Tax Credits, Rebates and Incentives and Renewable Energy Certificates: The distributed energy system is eligible for the following: (*H.B. 199, Section 3(A)(10, 11)*)

- A) \$ _____ (Identify Each Tax Credit.) (Describe whether, the buyer, lessee, seller or marketer owns the credit, whether the seller or marketer used the credit in determining the price of the system and describe the transferability of the credit.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this credit.)
- B) \$ _____ (Identify Each Tax Rebate.) (Describe whether, the buyer, lessee, seller or marketer owns the rebate, whether the seller or marketer used the rebate in determining the price of the system and describe the transferability of the rebate.) (Describe the ownership and transferability.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this rebate.)
- C) \$ _____ (Identify Each Tax incentive.) (Describe whether, the buyer, lessee, seller or marketer owns the incentive, whether the seller or marketer used the incentive in determining the price of the system and describe the transferability of the incentive.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this incentive.)
- D) \$ _____ (Identify Each Renewable Energy Certificate(s).) (Describe whether, the buyer, lessee, seller or marketer owns the certificate, whether the seller or marketer used the certificate in determining the price of the system and describe the transferability of the certificate.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this fee.)
- E) \$ _____ (Add spaces as needed.)
- F) \$ _____ (Add spaces as needed.)

VI. Tax Obligations – You are required to pay the following tax obligations: (*H.B. 199, Section 3(A)(12)*)

- A) \$ _____ Business Personal Property Taxes. *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this tax obligation.)
- B) \$ _____ Gross Receipts Taxes: (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this tax obligation.)

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- C) \$_____ Tax Credit(s) or Incentive(s) (Describe Obligations of the power purchaser or lessee to transfer tax credits or tax incentives of the distributed energy generation system to any other person.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this tax obligation.)

- D) \$_____ (In the case of a commercial installation) Change In Assessed Property Taxes *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this tax obligation.)

VII. Transferability (*H.B. 199, Section 3(A)(13, 14, 15, 18)*)

- A) In the event of the transfer of the real property to which the distributed energy generation system is affixed, the Buyer or Lessee has the following options: (List and describe all options available to the buyer or lessee in connection with the transfer).
 - 1. (The continuation of the agreement between the buyer or lessee and the seller or marketer.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses transferability.);
 - 2. (The termination of the agreement between the buyer or lessee and the seller or marketer.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses termination.); and/or
 - 3. (The transfer of the agreement between the buyer or lessee and the seller or marketer.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses transferability.)

- B) (List the restrictions pursuant to the agreement on the buyer's or lessee's ability to modify or transfer ownership of the distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses this tax transferability.)

Third-Party Approver Identification (if known):

Name: _____

Address: _____

Telephone: _____

- C) (Whether the warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred to a third party.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses transferability.)

- D) (Notice to the buyer or the lessee of the transferability of any warranty obligations to subsequent buyers or lessees.) *See* (Identify the page(s) and paragraph(s) of the contract provision(s) that addresses transferability.)

VIII. Performance Guarantees (*H.B. 199, Section 3(A)(6)*)

(Any performance guarantees that a seller or marketer may include in an agreement.)

IX. Design Assumptions (*H.B. 199, Section 3(A)(5)*)

(The distributed energy generation system design assumptions, including: system size; estimated first-year production; and estimated annual system production decreases, including the overall percentage degradation over the life of the distributed energy generation system.)

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X. Savings Assumptions (*H.B. 199, Section 3(A)(16)*)

(The assumptions used for any savings estimates that were provided to the buyer or lessee.)

XI. Rates Disclosure (*H.B. 199, Section 3(A)(17)*)

Actual utility rates may increase or decrease and actual savings may vary. For further information regarding rates, you may contact your local utility or the Public Regulation Commission. Tax and other state and federal incentives are subject to change.

XII. Interconnection Disclosure (*H.B. 199, Section 3(A)(19)*)

Interconnection requirements, including time lines, are established by rules of the Public Regulation Commission and may be obtained from either the Public Regulation Commission or the local utility.

XIII. Right to Rescind (*H.B. 199, Section 3(A)(4)*)

(Buyer or Lessee) shall retain the right to rescind this agreement for a period of (not less than 3 business days) after the agreement is signed.

Signature (*H.B. 199, Section 3(A)*)

(Buyer or Lessee)

Printed Name: _____

Date: _____

Signature: _____