

TEXAS RESIDENTIAL SOLAR RETAIL TRANSACTION: CONSUMER DISCLOSURE STATEMENT

The Texas Department of Licensing and Regulation (TDLR) regulates residential sales and leases of solar panels, solar shingles, and other solar energy systems. The solar salesperson must complete this form to provide basic information about the contract. **It is important to thoroughly read the entire contract.** It is also important to check with your local homeowner's association, if you have one, for any restrictions on solar energy system installations. If you have questions about the residential solar retailer program, or a complaint about a violation of the law or rules, call **TDLR at 800-803-9202**, write TDLR, P.O. Box 12157, Austin TX 78711, or visit **www.tdlr.texas.gov**.

1. **Name of Consumer:** _____

2. **Address where system will be located:** _____

3. **Residential Solar Retailer name & address / TDLR registration number:** _____

4. **Residential Solar Salesperson name / TDLR registration number:** _____

5. **TOTAL CUSTOMER PAYMENT OBLIGATION:** _____
(including sum of all payments for the full term of loan if applicable)

6. **Transaction type (check one):** ☐ Cash purchase ☐ Financed purchase ☐ Lease
☐ Power Purchase Agreement (PPA) ☐ Pre-Paid PPA ☐ Energy Service Agreement

7. **Type of Contract (select one):**

- Sale of System: _____
- Lease or Power Purchase Agreement: _____
- Lease with Purchase Option: _____
- Energy Service Agreement: _____
- Is installation included in contract? (Y or N): _____

8. **Will the contract be financed? (Y or N):** _____

- If yes, has a federal Truth-in-Lending Disclosure Form been provided to the consumer? (Y or N): _____
- Name, address & phone number of finance company / lease assignee:

- Can a lien be placed on my home for failure to pay? (Y or N): _____

9. **Is battery storage included with the contract? (Y or N):** _____

Note: Without battery storage, the ability of a system to provide electricity during an outage may be limited.

10. **Does the contract include provisions for system maintenance by the solar retailer? (Y or N):** _____

- If yes, what type of maintenance? _____

This form must be completed by the solar retailer or salesperson, provided to the consumer with the solar contract, and signed by the consumer and solar retailer or salesperson. A copy must be maintained by the solar retailer for inspection by TDLR. Do not send this form to TDLR unless instructed to do so.

Consumer initials _____ Salesperson initials _____



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11. Cost to Consumer—Sale of System

- **Cash cost of system:** _____
- Cost of electrical storage equipment, if purchased: _____
- Cost of installation (labor): _____
- Cost of warranty (if applicable): _____
- Cost added for financing (seller's points): _____
- List any other estimated costs (including dealer fees): _____
- Can these costs vary? (Y or N): _____
- Rebate or tax incentives included. (Y or N): _____

12. Cost To Consumer—Lease or Power Purchase Agreement (PPA):

- **Monthly payment amount:** _____
- Number of months: _____
- Are all payments identical? (Y or N): _____
- If PPA, is the payment amount estimated or actual? _____
- List any other estimated costs (including maintenance fees): _____
- Can these costs vary? (Y or N): _____
- Other actual costs, such as purchased or leased storage equipment: _____
- Who is responsible for maintenance such as monitoring, repairs, inverter replacement, battery replacement, roof removal and reinstallation, and system removal at the end of the term? _____

13. Estimated peak generation power (kilowatts): _____

Peak generation power is the maximum electricity a system can generate under ideal conditions.

14. Estimated monthly generation (kwh/month): _____

Estimated monthly generation is the total amount of electricity your solar panels may produce over an entire month.

15. Does contract provide for system interconnection to a utility, municipally owned utility, or electric cooperative? (Y or N) _____ If yes, what is the buyback / charge rate? _____

16. If HOA approval is required, who is responsible for obtaining it:

consumer, retailer, installer, electrical contractor, or another party?

17. Does the contract include an arbitration clause? (Y or N) _____

- If yes, can the consumer opt out of arbitration for a period of time? (Y or N): _____

18. If the home is sold, can the agreement be transferred to the buyer?

Yes / No / Subject to provider approval

19. Who is responsible for costs if the system must be removed and reinstalled for roof repair or replacement?

Under Texas Occupations Code Section 1806.156, a consumer has the right to cancel a solar contract without further obligation by providing written notice within FIVE business days from the date the agreement is signed. Consult the agreement for the method of cancellation. This disclosure summarizes key terms but does not replace the contract.

I have received and reviewed the above disclosure document.

Signature of Consumer

Date

Signature of Retailer or Salesperson

Date