



**CONSUMER ACKNOWLEDGEMENT**

**Financing, Sale or Lease Agreements for Distributed Energy Generation Systems**

**Adherence to A.R.S. § 44-1763**

Consumers buying, financing or leasing a solar distributed energy generation system (“System”) must receive certain disclosures from the manufacturer and solar installers regarding warranties, payment obligations, performance data and major System components as set forth in **A.R.S. § 44-1763**.

As part of the installer’s interconnection application process for the purchase or lease of a System, consumers must acknowledge below that they have had the opportunity to review their contract documentation to ensure that it contains all the required information set forth on the attached Table 1, **A.R.S. § 44-1763** Contract Requirements.

TEP will reject interconnection applications which do not include a signed copy of this acknowledgement.

**I, CONSUMER:**

- **Have read the attached Table 1, A.R.S. § 44-1763 Contracts Requirements**
- **Have been given the opportunity to review the contract documentation for the purchase or lease of my System to ensure that it contains all the required information set forth on the attached Table 1, A.R.S. § 44-1763 Contract Requirements.**

**Consumer Signature** \_\_\_\_\_

**Consumer Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**TEP Account #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TABLE 1.**

**A.R.S. § 44-1763 CONTRACT REQUIREMENTS**

**Financing, Sale or Lease Agreements for Distributed Energy Generation Systems**

An agreement governing the financing, sale or lease of a distributed energy generation System to any person or a political subdivision of this state must include:

<ul style="list-style-type: none"><li>• No blank spaces affecting the timing, value or obligations of the agreement at the time of installation.</li></ul>
<ul style="list-style-type: none"><li>• At least ten-point type</li></ul>
<ul style="list-style-type: none"><li>• The right to rescind the contract for a period of not less than three (3) business days after the contract is signed by the buyer or lessee and before the distributed energy generation system is installed.</li></ul>
<ul style="list-style-type: none"><li>• A description of the make and model of the System’s major components, or a guarantee of the energy production that the System will provide over the life of the Contract.</li></ul>
<ul style="list-style-type: none"><li>• For purchases, a breakdown of the following (if applicable):<ul style="list-style-type: none"><li>○ Total purchase price or cost of the lifetime of the Contract</li><li>○ Any interest, installation fee, doc prep fees, service fees or other costs to be paid</li></ul></li></ul>
<ul style="list-style-type: none"><li>• For financed or leased Systems, a breakdown of the following (if applicable):<ul style="list-style-type: none"><li>○ Total number of payments</li><li>○ Payment frequency</li><li>○ The amount of each payment</li><li>○ Payment due date</li></ul></li></ul>
<ul style="list-style-type: none"><li>• The current and applicable tax incentives, rebates or other state or federal incentives, and any conditions or requirements needed to obtain these incentives.</li></ul>
<ul style="list-style-type: none"><li>• The current tax obligations, including the assessed value and property tax assessments, as applicable and calculated in the year the contract was signed, transaction privilege taxes, and any obligations for transfer tax credits or tax incentives.</li></ul>
<ul style="list-style-type: none"><li>• How warranty or maintenance information obligations may be sold to or transferred to a 3<sup>rd</sup>-party.</li></ul>
<ul style="list-style-type: none"><li>• A written warranty statement that includes responsibilities assumed or disclaimed and performance data of the System and components.</li></ul>
<ul style="list-style-type: none"><li>• Any restrictions on the ability to modify or transfer ownership of the System, including whether any modification or transfer is subject to review or approval by a third party, and such third party’s full contact information</li></ul>
<ul style="list-style-type: none"><li>• Any third-party review requirements in the event of a modification or transfer of ownership of the real property to which the System is or will be affixed, including such third-party’s full contact information</li></ul>
<ul style="list-style-type: none"><li>• A summary of the total financing, operating, maintenance and construction costs of the System costs of System.</li></ul>
<ul style="list-style-type: none"><li>• The contact information of the entity that may assume the obligation of maintenance, or warranty, should it be transferred.</li></ul>
<ul style="list-style-type: none"><li>• If the agreement contains an estimate of the buyer's or lessee's future utility charges based on projected utility rates after the installation, it must also provide an estimate of utility charges during the same period with at least a plus or minus 5% range from current utility costs.</li></ul>
<ul style="list-style-type: none"><li>• A statement that utility rates, structures, and projected savings are subject to change. Also, that any tax incentives may change or be terminated by executive, legislative or regulatory action.</li></ul>