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SENATE BILL 25-299

BY SENATOR(S) Wallace, Amabile, Ball, Bridges, Cutter, Gonzales J., Hinrichsen, Jodeh, Kipp, Michaelson Jenet, Winter F., Coleman;
also REPRESENTATIVE(S) Brown and Soper, Camacho, Clifford, Jackson, McCormick, Paschal, Ricks, Rutinel, Smith, Story, Woodrow.

CONCERNING MEASURES TO INCREASE CONSUMER PROTECTION IN CERTAIN
RESIDENTIAL CLEAN ENERGY SYSTEM TRANSACTIONS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) The installation of residential clean energy systems, including residential solar and battery storage systems, is critical to Colorado's small business economy;

(b) It is expected that residential solar installations in Colorado will increase from 700 megawatts to 1,500 megawatts by 2030;

(c) Residential energy storage systems are being adopted at increasing rates, with 25 megawatts expected to come online in the front

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

range by the end of 2025; and

(d) Colorado consumers are expected to adopt residential clean energy systems at increasing rates through the end of the decade.

(2) The general assembly further finds and declares that:

(a) Residential clean energy systems are complex and can be confusing to consumers;

(b) Electric utility rates can change over time and can impact the payoff period of the initial investment for residential clean energy systems;

(c) Investor-owned utility information about rebates has not always been made available or transparent to consumers purchasing residential clean energy systems;

(d) Residential clean energy systems are major home improvements that warrant consumer protection oversight; and

(e) Standardized disclosures, contracting, sales materials, warranties, and enforcement requirements will ensure that Colorado consumers have the best information available about investing in a residential clean energy system.

(3) The general assembly therefore determines that it is an urgent matter of state concern to ensure that consumers have clear information to understand:

(a) The nature of a contract to lease or purchase a new residential clean energy system; and

(b) Rebates or other incentives available, as these will impact consumer decisions.

SECTION 2. In Colorado Revised Statutes, **add** part 18 to article 1 of title 6 as follows:

PART 18
RESIDENTIAL CLEAN ENERGY SYSTEMS

6-1-1801. Definitions. AS USED IN THIS PART 18, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "AGREEMENT" MEANS AN AGREEMENT BETWEEN A SOLAR SALES COMPANY AND A CONSUMER THAT IS IN THE FORM OF:

(I) A CONTRACT FOR THE PURCHASE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM;

(II) A LEASE FOR A THIRD-PARTY-OWNED RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

(III) A POWER PURCHASE AGREEMENT.

(b) "AGREEMENT" INCLUDES BOTH CASH PURCHASES AND FINANCED PURCHASES OF RESIDENTIAL SOLAR ELECTRIC SYSTEMS OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS.

(2) "CONSUMER" MEANS AN INDIVIDUAL WHO SEEKS OR ACQUIRES A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

(3) "FINANCING AGREEMENT" MEANS AN AGREEMENT INVOLVING CREDIT OFFERED OR EXTENDED TO A CONSUMER TO ACQUIRE A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

(4) "LEASE" MEANS A CONTRACT IN THE FORM OF A BAILMENT OR LEASE FOR THE USE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM BY A CONSUMER PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, FOR A PERIOD EXCEEDING FOUR MONTHS AND FOR A TOTAL CONTRACTUAL OBLIGATION NOT EXCEEDING THE APPLICABLE THRESHOLD AMOUNT, PURSUANT TO APPLICABLE FEDERAL REGULATIONS, WHETHER OR NOT THE LESSEE HAS THE OPTION TO PURCHASE OR OTHERWISE BECOME THE OWNER OF THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM UPON THE EXPIRATION OF THE LEASE.

(5) "POWER PURCHASE AGREEMENT" MEANS A FINANCIAL AGREEMENT IN WHICH A SOLAR SALES COMPANY ARRANGES FOR THE DESIGN,

PERMITTING, FINANCING, AND INSTALLATION OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM AND SELLS THE POWER GENERATED FROM OR STORED BY THE SYSTEM TO A CONSUMER.

(6) "RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM" MEANS A SYSTEM OR FACILITY THAT:

- (a) STORES ELECTRICITY TO BE USED AT A LATER TIME;
- (b) USES SOLAR ENERGY OR GRID ENERGY TO RECHARGE;
- (c) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN ELECTRIC UTILITY;
- (d) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY METER;
- (e) PROVIDES STORED ELECTRICITY PRIMARILY TO OFFSET CUSTOMER LOAD ON THE CUSTOMER'S REAL PROPERTY; AND
- (f) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

(7) "RESIDENTIAL SOLAR ELECTRIC SYSTEM" MEANS A SYSTEM OR FACILITY THAT:

- (a) USES SOLAR ENERGY TO GENERATE ELECTRICITY;
- (b) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN ELECTRIC UTILITY;
- (c) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY METER;
- (d) PROVIDES ELECTRICITY PRIMARILY TO OFFSET CUSTOMER LOAD ON THE CUSTOMER'S REAL PROPERTY; AND
- (e) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

(8) "SALESPERSON" MEANS AN EMPLOYEE OF OR INDEPENDENT CONTRACTOR HIRED BY A SOLAR SALES COMPANY WHO SOLICITS, SELLS, NEGOTIATES, OR EXECUTES AGREEMENTS FOR RESIDENTIAL SOLAR ELECTRIC SYSTEMS OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS.

(9) (a) "SOLAR INSTALLATION COMPANY" MEANS AN ENTITY THAT INSTALLS A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM ON BEHALF OF A CONSUMER OR A THIRD PARTY FROM WHOM A CONSUMER WILL:

(I) LEASE THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

(II) PURCHASE ELECTRICITY GENERATED BY THE SYSTEM.

(b) "SOLAR INSTALLATION COMPANY" DOES NOT INCLUDE:

(I) AN ENTITY THAT IS A THIRD-PARTY OWNER OR FINANCIER OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT DOES NOT INSTALL THE SYSTEM; OR

(II) A CONSUMER WHO SELF-INSTALLS A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM.

(10) (a) "SOLAR SALES COMPANY" MEANS:

(I) AN ENTITY THAT ENGAGES IN A TRANSACTION WITH A CONSUMER TO SELL, OR NEGOTIATE OR EXECUTE A CONTRACT FOR THE SALE OF, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

(II) AN ENTITY THAT ENGAGES IN A TRANSACTION WITH A CONSUMER TO LEASE, OR ENTER INTO A POWER PURCHASE AGREEMENT FOR, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT IS OWNED BY A THIRD PARTY FROM WHOM THE CONSUMER WILL:

(A) LEASE THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

(B) PURCHASE ELECTRICITY GENERATED FROM OR STORED BY THE SYSTEM.

(b) "SOLAR SALES COMPANY" INCLUDES A PERSON THAT ENGAGES IN THE SALE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT IS NOT REGISTERED WITH THE COLORADO SECRETARY OF STATE.

(c) "SOLAR SALES COMPANY" DOES NOT INCLUDE:

(I) AN ENTITY THAT IS A THIRD-PARTY OWNER OR FINANCIER OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT DOES NOT SELL THE SYSTEM; OR

(II) A CONSUMER WHO SELF-INSTALLS A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM.

(11) "SYSTEM" MEANS A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM.

(12) "UNIFORM COMMERCIAL CODE" MEANS THE "UNIFORM COMMERCIAL CODE" CODIFIED IN TITLE 4.

6-1-1802. Applicability of part. (1) THIS PART 18 APPLIES TO A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM AGREEMENT ENTERED INTO ON OR AFTER JULY 1, 2026.

(2) THIS PART 18 DOES NOT APPLY TO:

(a) THE TRANSFER OF TITLE OR RENTAL OF REAL PROPERTY ON WHICH A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IS OR IS EXPECTED TO BE LOCATED;

(b) A LENDER, GOVERNMENTAL ENTITY, OR OTHER THIRD PARTY THAT ENTERS INTO AN AGREEMENT WITH A CONSUMER TO FINANCE A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM BUT IS NOT A PARTY TO A SYSTEM PURCHASE AGREEMENT, POWER PURCHASE AGREEMENT, OR LEASE AGREEMENT;

(c) AN AGREEMENT FOR A SOLAR ELECTRIC SYSTEM OR BATTERY

ENERGY STORAGE SYSTEM THAT IS NOT BETWEEN A SOLAR SALES COMPANY AND A CONSUMER; OR

(d) AN AGREEMENT FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT IS INSTALLED AS A FEATURE OF NEW CONSTRUCTION AND FOR WHICH THE SYSTEM IS SOLD IN CONJUNCTION WITH RESIDENTIAL REAL PROPERTY.

6-1-1803. Agreements for residential solar electric systems or residential battery energy storage systems - disclosures to consumer required. (1) (a) BEFORE ENTERING INTO AN AGREEMENT WITH A CONSUMER FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, A SOLAR SALES COMPANY SHALL PROVIDE TO THE CONSUMER A WRITTEN DISCLOSURE FORM THAT IS NOT MORE THAN FOUR PAGES IN LENGTH AND CONTAINS THE FOLLOWING INFORMATION, IN A FONT NO SMALLER THAN TEN POINTS:

(I) THE NAME, PHYSICAL ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF:

(A) THE SOLAR SALES COMPANY;

(B) THE SOLAR INSTALLATION COMPANY, IF DIFFERENT THAN THE SOLAR SALES COMPANY; AND

(C) THE SYSTEM MAINTENANCE PROVIDER, IF DIFFERENT THAN THE SOLAR SALES COMPANY;

(II) IF THE SOLAR SALES COMPANY DOES NOT COMMUNICATE WITH CONSUMERS BY TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN ADDITION TO EMAIL;

(III) THE PAYMENT SCHEDULE FOR UP-FRONT COSTS, INCLUDING PAYMENTS DUE AT SIGNING, COMMENCEMENT OF INSTALLATION, AND COMPLETION OF INSTALLATION, IF APPLICABLE;

(IV) SYSTEM DESIGN ASSUMPTIONS, INCLUDING SYSTEM SIZE, ESTIMATED FIRST-YEAR PRODUCTION, ESTIMATED ANNUAL SYSTEM PRODUCTION DEGRADATION, PRESENCE OF ENERGY STORAGE, ENERGY STORAGE CAPACITY, AND A DESCRIPTION OF THE EQUIPMENT NEEDED TO

PROVIDE BACKUP POWER;

(V) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER AND TO WHAT EXTENT SYSTEM MAINTENANCE AND REPAIRS ARE INCLUDED IN THE SYSTEM AGREEMENT AND ANY SYSTEM MAINTENANCE COSTS FOR WHICH THE CONSUMER WILL BE RESPONSIBLE;

(VI) A DISCLOSURE DESCRIBING WARRANTIES FOR THE REPAIR OF ANY DAMAGE TO THE CONSUMER'S REAL PROPERTY IN CONNECTION WITH SYSTEM INSTALLATION OR REMOVAL;

(VII) A DESCRIPTION OF APPLICABLE PERFORMANCE OR PRODUCTION GUARANTEES;

(VIII) A DESCRIPTION OF THE BASIS FOR ANY COST-SAVINGS ESTIMATES THAT WERE PROVIDED TO THE CONSUMER, IF APPLICABLE, WHICH DESCRIPTION MUST INCLUDE THE APPLICABLE UTILITY RATES AND ENERGY AND DELIVERY COSTS, THE EXPECTED UTILITY BILL SAVINGS BASED ON THE CONSUMER'S PRIOR TWELVE MONTHS OF UTILITY BILLS, AND THE ESTIMATED SYSTEM PRODUCTION AND STATUS OF UTILITY COMPENSATION FOR EXCESS ENERGY GENERATED BY THE SYSTEM AT THE TIME OF CONTRACT SIGNING;

(IX) A DISCLOSURE CONCERNING THE POTENTIAL AVAILABILITY OF RENEWABLE ENERGY CREDITS, IF APPLICABLE, INCLUDING AN EXPLANATION OF WHAT RENEWABLE ENERGY CREDITS ARE AND HOW TO FIND OUT MORE ABOUT THEM;

(X) INFORMATION REGARDING THE OPERATIONAL CAPABILITIES OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, AS APPLICABLE, DURING AN ELECTRICAL OUTAGE;

(XI) THE FOLLOWING STATEMENT: "ESTIMATES OF COST SAVINGS ARE BASED ON BEST CALCULATIONS FROM THE PREVIOUS TWELVE MONTHS OF UTILITY BILLS, OR, IF TWELVE MONTHS OF UTILITY BILLS ARE NOT AVAILABLE, A REASONABLE ESTIMATE OF COST SAVINGS. THE ASSUMPTIONS, SUCH AS THE RATE YOUR UTILITY CHARGES FOR ELECTRICITY, THAT ARE USED TO ESTIMATE COST SAVINGS MAY CHANGE. THERE MAY BE UTILITY FEES THAT CANNOT BE OFFSET WITH SOLAR, AND COMPENSATION FOR EXCESS ELECTRICITY SENT BACK TO THE GRID MAY BE CREDITED TO YOUR BILL BY THE UTILITY AT RATES BELOW WHAT YOU PAY FOR ELECTRICITY.

FOR FURTHER INFORMATION REGARDING RATES, YOU MAY CONTACT YOUR LOCAL UTILITY OR, IF YOUR LOCAL UTILITY IS AN INVESTOR-OWNED UTILITY, THE PUBLIC UTILITIES COMMISSION. TAX AND OTHER STATE AND FEDERAL INCENTIVES OFFERED 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."

(XII) A DISCLOSURE THAT THE SOLAR SALES COMPANY IS NOT AFFILIATED WITH THE LOCAL UTILITY;

(XIII) THE FOLLOWING STATEMENT: "THE INTERCONNECTION PROCEDURES FOR A RESIDENTIAL SOLAR ENERGY SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM ARE SUBJECT TO THE POLICIES OF THE LOCAL UTILITY. FOR INFORMATION ON THE SPECIFIC INTERCONNECTION POLICIES AND PROCEDURES APPLICABLE TO YOUR SYSTEM, YOU SHOULD CONTACT YOUR LOCAL UTILITY OR, IF YOUR LOCAL UTILITY IS AN INVESTOR-OWNED UTILITY, THE PUBLIC UTILITIES COMMISSION."

(XIV) A SUMMARIZED EXPLANATION OF THE MAINTENANCE, OPERATIONS, AND MONITORING REQUIREMENTS OF THE SYSTEM INCLUDING AN EXPLANATION OF EQUIPMENT AND LABOR WARRANTIES; AND

(XV) A DISCLOSURE ABOUT THE IMPACT OF INSTALLING A RESIDENTIAL SOLAR ENERGY SYSTEM ON ANY EXISTING ROOF WARRANTIES.

(b) A SOLAR SALES COMPANY SHALL OFFER CONSUMERS A SALES PRESENTATION IN BOTH ENGLISH AND SPANISH, IF REQUESTED, AND SHALL PROVIDE A CONSUMER THE DISCLOSURE FORM DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION IN THE LANGUAGE IN WHICH THE SALES PRESENTATION WAS MADE TO THE CONSUMER.

(c) A SOLAR SALES COMPANY SHALL ADDRESS CONCERNS RAISED BY A CONSUMER REGARDING THE DISCLOSURE FORM PROVIDED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION DURING THE WELCOME CALL CONDUCTED PURSUANT TO SECTION 6-1-1809.

(2) IN THE CASE OF A LEASE FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IN WHICH A SOLAR SALES COMPANY IS THE LESSOR, THE WRITTEN DISCLOSURE FORM

REQUIRED PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST ALSO INCLUDE THE FOLLOWING INFORMATION:

- (a) THE LENGTH OF THE LEASE;
- (b) THE AMOUNT OF EACH MONTHLY PAYMENT FOR THE FIRST YEAR OF THE LEASE;
- (c) THE ESTIMATED TOTAL AMOUNT OF LEASE PAYMENTS OVER THE LENGTH OF THE LEASE;
- (d) THE RATE OF ANY PAYMENT INCREASES AND THE DATE OF THE FIRST INCREASE, IF APPLICABLE;
- (e) THE TOTAL NUMBER OF LEASE PAYMENTS;
- (f) PAYMENT DUE DATES AND THE MANNER IN WHICH THE CONSUMER WILL RECEIVE INVOICES;
- (g) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER THE LESSOR WILL BE FILING A UNIFORM COMMERCIAL CODE FIXTURE FILING ON THE SYSTEM AND THE IMPACT ON ANY FUTURE SALE OF THE REAL PROPERTY; AND
- (h) A DISCLOSURE DESCRIBING THE TRANSFERABILITY OF THE LEASE AND THE CONDITIONS FOR LEASE TRANSFERS IN CONNECTION WITH A CONSUMER SELLING THE REAL PROPERTY.

(3) IN THE CASE OF A POWER PURCHASE AGREEMENT, THE WRITTEN DISCLOSURE FORM REQUIRED PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST ALSO INCLUDE THE FOLLOWING INFORMATION:

- (a) THE LENGTH OF THE POWER PURCHASE AGREEMENT;
- (b) THE RATES FOR THE FIRST YEAR OF THE POWER PURCHASE AGREEMENT;
- (c) THE RATE OF ANY PAYMENT INCREASES AND THE DATE OF THE FIRST INCREASE, IF APPLICABLE;
- (d) THE TOTAL NUMBER OF POWER PURCHASE AGREEMENT

PAYMENTS;

(e) PAYMENT DUE DATES AND THE MANNER IN WHICH THE CONSUMER WILL RECEIVE INVOICES;

(f) ANY ONE-TIME OR RECURRING FEES, INCLUDING A DESCRIPTION OF THE CIRCUMSTANCES TRIGGERING LATE FEES; ESTIMATED SYSTEM REMOVAL FEES; NOTICE REMOVAL AND REFILING FEES ASSESSED PURSUANT TO THE UNIFORM COMMERCIAL CODE; INTERNET CONNECTION FEES; AND AUTOMATED CLEARING HOUSE FEES, IF APPLICABLE;

(g) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER THE OWNER OF THE SYSTEM WILL BE FILING A UNIFORM COMMERCIAL CODE FIXTURE FILING ON THE SYSTEM AND THE IMPACT ON ANY FUTURE SALE OF THE REAL PROPERTY; AND

(h) A DISCLOSURE DESCRIBING THE TRANSFERABILITY OF THE SYSTEM IN CONNECTION WITH THE CONSUMER SELLING THE REAL PROPERTY.

(4) IN THE CASE OF A PURCHASE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, THE WRITTEN DISCLOSURE FORM REQUIRED PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST ALSO INCLUDE THE FOLLOWING INFORMATION:

(a) THE PURCHASE PRICE;

(b) ESTIMATED START AND COMPLETION DATES FOR INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "START AND COMPLETION DATES ARE ONLY AN ESTIMATE AND MAY BE IMPACTED BY DELAYS THAT MAY BE OUTSIDE THE CONTROL OF THE SOLAR INSTALLATION COMPANY."

(c) A DISCLOSURE NOTIFYING THE PURCHASER OF THE PARTY OR PARTIES RESPONSIBLE FOR OBTAINING INTERCONNECTION APPROVAL; AND

(d) THE FOLLOWING STATEMENT: "LAWS AND REGULATIONS ABOUT STATE AND FEDERAL TAX CREDITS ARE SUBJECT TO CHANGE. ANY STATEMENT MADE IN THESE DISCLOSURES SHOULD NOT BE CONSTRUED AS TAX ADVICE. YOU ARE ENCOURAGED TO CONSULT A TAX EXPERT REGARDING ANY REDUCTIONS OR POTENTIAL REDUCTIONS IN YOUR TAX LIABILITY ASSOCIATED WITH PURCHASING A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR

RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM."

(5) IF A CONSUMER'S LOCAL UTILITY HAS A PUBLIC WEBSITE WITH INFORMATION EXPLAINING THE UTILITY'S INTERCONNECTION PROCEDURES, A SOLAR SALES COMPANY SHALL PROVIDE A LINK TO THE WEBSITE TO THE CONSUMER.

6-1-1804. Agreements - contract terms and requirements - cooling-off period. (1) A CONTRACT FOR THE SALE OR LEASE OF, OR POWER PURCHASE AGREEMENT FOR, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM MUST:

(a) INCLUDE, IN CONSPICUOUS LANGUAGE, KEY CONTRACT TERMS SUCH AS PRICE AND FINANCING TERMS;

(b) BE WRITTEN IN EITHER ENGLISH OR SPANISH, WHICHEVER IS THE SAME LANGUAGE IN WHICH THE SALE, LEASE, OR POWER PURCHASE AGREEMENT WAS MADE; AND

(c) INCLUDE A DISPUTE RESOLUTION PROCESS.

(2) AN AGREEMENT FOR THE SALE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM MUST CONTAIN THE FOLLOWING INFORMATION:

(a) THE NAME, PHYSICAL ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF:

(I) THE SOLAR SALES COMPANY THAT SOLD THE SYSTEM;

(II) THE SOLAR INSTALLATION COMPANY, IF DIFFERENT THAN THE SOLAR SALES COMPANY; AND

(III) IF APPLICABLE, THE SALESPERSON WHO SOLICITED OR NEGOTIATED THE AGREEMENT;

(b) THE PURCHASE PRICE;

(c) THE PAYMENT SCHEDULE, IF APPLICABLE;

(d) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE MONITORING TO BE INSTALLED; AND, IF APPLICABLE, THE ENERGY STORAGE SYSTEM TO BE INSTALLED;

(e) ESTIMATED START AND COMPLETION DATES FOR INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "THE ACTUAL START AND COMPLETION DATES DEPEND ON MANY FACTORS, SUCH AS DELAYS RELATED TO PERMITTING AND INTERCONNECTION APPROVALS, WHICH ARE CONTROLLED BY YOUR LOCAL JURISDICTION AND LOCAL UTILITY, RESPECTIVELY."

(f) AN EXPLANATION OF APPLICABLE WARRANTIES OR GUARANTEES, INCLUDING THE TRANSFERABILITY OF ANY OBLIGATIONS, IN COMPLIANCE WITH THE FEDERAL "MAGNUSON-MOSS WARRANTY - FEDERAL TRADE COMMISSION IMPROVEMENT ACT", 15 U.S.C. SEC. 2301 ET SEQ.;

(g) THE NAME OF THE LOCAL UTILITY; AND

(h) WHICH PARTY OR PARTIES ARE RESPONSIBLE FOR FILING THE INTERCONNECTION APPLICATION AND PERMITS.

(3) AN AGREEMENT FOR THE LEASE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM MUST CONTAIN THE FOLLOWING INFORMATION:

(a) THE NAME, PHYSICAL ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF:

(I) THE LESSOR;

(II) THE SOLAR INSTALLATION COMPANY, IF DIFFERENT THAN THE LESSOR; AND

(III) IF APPLICABLE, THE SALESPERSON WHO SOLICITED OR NEGOTIATED THE AGREEMENT;

(b) IF THE LESSOR DOES NOT COMMUNICATE WITH CONSUMERS BY

TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN ADDITION TO EMAIL;

(c) THE TOTAL PAYMENTS REQUIRED PURSUANT TO THE LEASE AND THE PAYMENT SCHEDULE, INCLUDING THE NUMBER, AMOUNT, AND DUE DATES OR PERIODS OF PAYMENTS;

(d) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE MONITORING TO BE INSTALLED; AND, IF APPLICABLE, THE ENERGY STORAGE SYSTEM TO BE INSTALLED;

(e) ESTIMATED START AND COMPLETION DATES FOR INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "THE ACTUAL START AND COMPLETION DATES DEPEND ON MANY FACTORS, SUCH AS DELAYS RELATED TO PERMITTING AND INTERCONNECTION APPROVALS, WHICH ARE CONTROLLED BY YOUR LOCAL JURISDICTION AND LOCAL UTILITY, RESPECTIVELY."

(f) AN EXPLANATION OF APPLICABLE WARRANTIES OR GUARANTEES, INCLUDING THE TRANSFERABILITY OF ANY OBLIGATIONS;

(g) A DESCRIPTION OF THE MAINTENANCE AND REPAIR RESPONSIBILITIES OF EACH PARTY;

(h) AN EXPLANATION OF WHETHER THE CONSUMER HAS THE RIGHT TO PURCHASE THE LEASED SYSTEM, EITHER DURING THE LEASE TERM OR AT THE TERMINATION OF THE LEASE, AND, IF SO, THE PURCHASE PRICE;

(i) A DESCRIPTION OF THE CONSUMER'S OPTIONS TO TRANSFER THE LEASE TO A THIRD PARTY AND THE CONDITIONS FOR A TRANSFER;

(j) WHICH PARTY OR PARTIES ARE RESPONSIBLE FOR FILING THE INTERCONNECTION APPLICATION AND PERMITS; AND

(k) A DESCRIPTION OF ANY SECURITY INTEREST FILED AGAINST THE SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE FINANCING STATEMENTS.

(4) A POWER PURCHASE AGREEMENT FOR A RESIDENTIAL SOLAR

ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IN WHICH A SOLAR SALES COMPANY IS THE LESSOR MUST CONTAIN THE FOLLOWING INFORMATION:

(a) THE NAME, PHYSICAL ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF:

(I) THE SOLAR SALES COMPANY;

(II) THE SOLAR INSTALLATION COMPANY, IF DIFFERENT THAN THE SOLAR SALES COMPANY; AND

(III) IF APPLICABLE, THE SALESPERSON WHO SOLICITED OR NEGOTIATED THE AGREEMENT;

(b) IF THE SOLAR SALES COMPANY DOES NOT COMMUNICATE WITH CONSUMERS BY TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN ADDITION TO EMAIL;

(c) THE PAYMENT SCHEDULE FOR THE SALE OF OUTPUT OF THE RESIDENTIAL SOLAR ELECTRIC SYSTEM, INCLUDING THE NUMBER, AMOUNT, AND DUE DATES OR PERIODS OF PAYMENTS;

(d) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE MONITORING TO BE INSTALLED; AND, IF APPLICABLE, THE ENERGY STORAGE SYSTEM TO BE INSTALLED;

(e) ESTIMATED START AND COMPLETION DATES FOR INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "THE ACTUAL START AND COMPLETION DATES DEPEND ON MANY FACTORS, SUCH AS DELAYS RELATED TO PERMITTING AND INTERCONNECTION APPROVALS, WHICH ARE CONTROLLED BY YOUR LOCAL JURISDICTION AND LOCAL UTILITY, RESPECTIVELY."

(f) AN EXPLANATION OF APPLICABLE WARRANTIES OR GUARANTEES, INCLUDING THE TRANSFERABILITY OF ANY OBLIGATIONS;

(g) A DESCRIPTION OF THE MAINTENANCE AND REPAIR RESPONSIBILITIES OF EACH PARTY;

(h) AN EXPLANATION OF WHETHER THE CONSUMER HAS THE RIGHT TO PURCHASE THE SYSTEM, EITHER DURING THE TERM OF THE POWER PURCHASE AGREEMENT OR AT THE TERMINATION OF THE POWER PURCHASE AGREEMENT, AND, IF SO, THE PURCHASE PRICE;

(i) A DESCRIPTION OF THE CONSUMER'S OPTIONS TO TRANSFER THE CONTRACT TO A THIRD PARTY AND THE CONDITIONS FOR A TRANSFER;

(j) WHICH PARTY OR PARTIES ARE RESPONSIBLE FOR FILING THE INTERCONNECTION APPLICATION AND PERMITS; AND

(k) A DESCRIPTION OF ANY SECURITY INTEREST FILED AGAINST THE SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE FINANCING STATEMENTS.

(5) IN THE CASE OF A SALE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM:

(a) A CONSUMER HAS AT LEAST THREE BUSINESS DAYS AFTER RECEIVING THE INITIAL SIGNED AGREEMENT TO CANCEL THE AGREEMENT WITHOUT FINANCIAL PENALTY, SUBJECT TO SECTION 6-1-1809 (3), WITH THE EXCEPTION OF ANY NONREFUNDABLE DEPOSITS COLLECTED BEFORE RECEIPT OF THE SIGNED AGREEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS;

(b) THE SELLER SHALL VERBALLY EXPLAIN TO THE CONSUMER THE CONSUMER'S RIGHT TO RESCIND THE AGREEMENT WITHOUT FINANCIAL PENALTY UPON THE CONSUMER SIGNING THE AGREEMENT AND SHALL PROVIDE THE SPECIFIC DATE UP UNTIL THE AGREEMENT MAY BE CANCELLED BY THE CONSUMER;

(c) AN AGREEMENT MUST INCLUDE, ADJACENT TO THE SIGNATURE LINE, THE FOLLOWING STATEMENT IN BOLD-FACED FONT: "YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

(d) AN AGREEMENT MUST INCLUDE A COPY OF A CANCELLATION FORM IN SUBSTANTIALLY THE SAME FORM SET FORTH IN FEDERAL REGULATIONS REGARDING COOLING-OFF PERIODS FOR SALES MADE AT HOMES OR AT CERTAIN OTHER LOCATIONS; AND

(e) COMPLIANCE WITH FEDERAL REGULATIONS ADOPTED UNDER THE "FEDERAL TRADE COMMISSION ACT" OF 1914, 15 U.S.C. SEC. 41 ET. SEQ., REGARDING COOLING-OFF PERIODS FOR SALES MADE AT HOMES OR AT CERTAIN OTHER LOCATIONS CONSTITUTES COMPLIANCE WITH THIS SUBSECTION (5).

6-1-1805. Financing of residential solar electric systems and residential battery energy storage systems - documents required. (1) IF A RESIDENTIAL ELECTRIC SOLAR SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IS FINANCED, THE FINANCING DOCUMENTS MUST INCLUDE:

(a) THE LENGTH, TERMS, AND COST OF THE FINANCING AGREEMENT IN CLEAR AND CONSPICUOUS LANGUAGE;

(b) AN EXPLANATION OF WHETHER THE FINANCIER WILL BE FILING AN ENCUMBRANCE AGAINST THE REAL PROPERTY AND, IF SO, THE IMPACT OF THE FILING ON A FUTURE REAL PROPERTY TRANSACTION; AND

(c) A NOTIFICATION OF ANY SECURITY INTEREST FILED AGAINST THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE FINANCING STATEMENTS.

6-1-1806. Salespersons. (1) AN INDEPENDENT CONTRACTOR MAY BE RETAINED BY A SOLAR SALES COMPANY AS A SALESPERSON. NOTWITHSTANDING THE SALESPERSON'S STATUS AS AN INDEPENDENT CONTRACTOR, THE SOLAR SALES COMPANY THAT EMPLOYS THE INDEPENDENT CONTRACTOR AS A SALESPERSON IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH THIS PART 18 AND FOR ANY LOSS OR DAMAGES RESULTING FROM NONCOMPLIANCE BY THE INDEPENDENT CONTRACTOR WHEN ACTING ON BEHALF OF THE SOLAR SALES COMPANY.

(2) A SALESPERSON MAY BE EMPLOYED BY MORE THAN ONE SOLAR SALES COMPANY.

(3) IN THE ABSENCE OF A STATE LAW OR LOCAL GOVERNMENT ORDINANCE, A SALESPERSON SHALL NOT VISIT A RESIDENCE TO CONDUCT A SALE EXCEPT BETWEEN THE HOURS OF 9 A.M. AND 8 P.M.

(4) NOTWITHSTANDING SUBSECTION (3) OF THIS SECTION, A CONSUMER MAY SCHEDULE A MEETING WITH A SALESPERSON BETWEEN THE HOURS OF 8 P.M. AND 9 A.M.

(5) A SALESPERSON SHALL NOT VISIT A RESIDENCE THAT HAS POSTED A "NO SOLICITATION" SIGN.

6-1-1807. Misrepresentations prohibited. (1) (a) WRITTEN OR DIGITAL SALES MATERIALS FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT ARE PROVIDED IN THE STATE SHALL NOT INCLUDE THE NAMES, LOGOS, PICTURES, OR OTHER INDICIA OF A PUBLIC UTILITY, COOPERATIVE ELECTRIC ASSOCIATION FORMED PURSUANT TO ARTICLE 9.5 OF TITLE 40, OR MUNICIPAL UTILITY, UNLESS A SALESPERSON HAS RECEIVED EXPRESS WRITTEN CONSENT TO DO SO FROM THE RELEVANT UTILITY OR IS OTHERWISE COMPLYING WITH FEDERAL FAIR USE LAWS.

(b) FOR THE PURPOSES OF THIS SUBSECTION (1), WRITTEN OR DIGITAL SALES MATERIALS INCLUDE ONLINE SALES BANNERS, CLICK-THROUGH BANNERS, SOCIAL MEDIA ADVERTISEMENTS, AND OTHER MATERIALS THAT COULD GENERATE A SALE OR SALE LEAD OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM OVER THE INTERNET.

(2) A SOLAR SALES COMPANY SHALL NOT PURCHASE SOLAR SALES LEADS FROM A COMPANY THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION.

(3) A SOLAR SALES COMPANY SHALL NOT REPRESENT, VERBALLY OR IN WRITING, THAT THE SOLAR SALES COMPANY IS AFFILIATED WITH, SPONSORED BY, OR APPROVED BY A CONSUMER'S LOCAL UTILITY WITHOUT THE EXPRESS, WRITTEN CONSENT OF THE LOCAL UTILITY.

(4) A SOLAR SALES COMPANY SHALL NOT REPRESENT, VERBALLY OR IN WRITING, THAT THE SOLAR SALES COMPANY IS AFFILIATED WITH, SPONSORED BY, OR APPROVED BY A STATE INCENTIVE PROGRAM WITHOUT

THE EXPRESS, WRITTEN CONSENT OF THE STATE AGENCY IN CHARGE OF THE STATE INCENTIVE PROGRAM.

6-1-1808. Record retention and consumer privacy. (1) A SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR SALES COMPANY SHALL RETAIN A COPY OF EACH SIGNED AGREEMENT FOR A PERIOD OF NOT LESS THAN FOUR YEARS AFTER THE DATE OF THE TRANSACTION.

(2) CONSUMER PERSONAL INFORMATION MUST BE MAINTAINED CONSISTENT WITH THE "COLORADO PRIVACY ACT", PART 13 OF THIS ARTICLE 1, AND OTHER APPLICABLE DATA PRIVACY LAWS.

6-1-1809. Welcome calls - information provided to consumer. (1) ON OR AFTER THE DATE OF THE TRANSACTION OF AN AGREEMENT, A SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR SALES COMPANY SHALL CONDUCT A WELCOME CALL WITH THE NEW CONSUMER, IN THE LANGUAGE USED DURING THE SALES PRESENTATION.

(2) THE WELCOME CALL MUST INCLUDE THE FOLLOWING INFORMATION:

(a) CONFIRMATION OF THE IDENTITY OF THE CONSUMER;

(b) THE PRICE OF THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, AS APPLICABLE;

(c) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE, EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE ENERGY STORAGE SYSTEM TO BE INSTALLED, IF APPLICABLE, INCLUDING CAPACITY, EXPRESSED IN KILOWATT-HOURS; AND A STATEMENT THAT A RESIDENTIAL SOLAR ELECTRIC SYSTEM WILL NOT PROVIDE BACKUP POWER WITHOUT BEING PAIRED WITH AN ENERGY STORAGE SYSTEM;

(d) FOR A LEASE OR POWER PURCHASE AGREEMENT, THE DURATION OF THE CONTRACT;

(e) THE CONSUMER'S RIGHT TO CANCEL THE AGREEMENT WITHOUT FINANCIAL PENALTY WITHIN THREE BUSINESS DAYS AFTER SIGNING A CONTRACT, SUBJECT TO SUBSECTION (3) OF THIS SECTION;

(f) A REMINDER THAT THE CONSUMER SHOULD REVIEW THE DISCLOSURE FORM AND AGREEMENT; AND

(g) AN EXPLANATION OF THE COSTS OF THE SYSTEM BEING INSTALLED AND APPLICABLE FINANCING TERMS.

(3) THE CONSUMER'S RIGHT TO CANCEL A TRANSACTION WITHIN THREE BUSINESS DAYS AFTER THE DATE OF THE TRANSACTION DOES NOT BEGIN TO RUN UNTIL THE WELCOME CALL IS CONDUCTED.

6-1-1810. Warranties and maintenance. (1) A SOLAR SALES COMPANY SHALL PROVIDE A WARRANTY AGAINST ROOF DAMAGE AND WATER INFILTRATION AT EACH ROOFING PENETRATION MADE DURING THE INSTALLATION OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM, WHICH WARRANTY MUST LAST FOR AT LEAST FOUR YEARS AFTER THE COMPLETION OF THE INSTALLATION.

(2) A SOLAR SALES COMPANY SHALL PROVIDE A WARRANTY TO ADDRESS DEFECTS IN THE WORKMANSHIP OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM, WHICH WARRANTY MUST LAST FOR AT LEAST FOUR YEARS AFTER THE COMPLETION OF THE INSTALLATION.

(3) IF A SOLAR SALES COMPANY PROVIDES A LONG-TERM MAINTENANCE PLAN FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, THE PLAN MUST BE MADE AVAILABLE IN WRITING AND VERBALLY EXPLAINED TO THE CONSUMER. IF A SOLAR SALES COMPANY DOES NOT PROVIDE A LONG-TERM MAINTENANCE PLAN, THE SOLAR SALES COMPANY SHALL PROVIDE THE CONSUMER WITH A WRITTEN EXPLANATION AS TO WHY A LONG-TERM MAINTENANCE PLAN IS NOT BEING PROVIDED.

6-1-1811. Enforcement. A PERSON THAT, IN THE COURSE OF THE PERSON'S BUSINESS, VIOLATES THIS PART 18 COMMITS A DECEPTIVE TRADE PRACTICE PURSUANT TO SECTION 6-1-105.

6-1-1812. Investor-owned utility disclosures and oversight of available customer incentives. (1) AN INVESTOR-OWNED UTILITY THAT SERVES MORE THAN FIVE HUNDRED THOUSAND CUSTOMERS THAT OFFERS FINANCIAL INCENTIVES FOR RESIDENTIAL SOLAR ELECTRIC SYSTEMS OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS SHALL CLEARLY AND

PROMINENTLY PROVIDE THE FOLLOWING INFORMATION ON THE UTILITY'S WEBSITE:

(a) INFORMATION ON THE AMOUNT OF FINANCIAL INCENTIVES AVAILABLE FOR SUCH SYSTEMS, INCLUDING INFORMATION ABOUT THE AMOUNT OF BUDGET THAT HAS ALREADY BEEN SPENT TO DATE AND INFORMATION ABOUT WHEN THE BUDGET WAS LAST UPDATED;

(b) INFORMATION ABOUT HOW A CUSTOMER OR CONTRACTOR CAN APPLY FOR THE FINANCIAL INCENTIVES; AND

(c) INFORMATION ABOUT THE POINT IN THE PROCESS IN WHICH A CUSTOMER MAY SECURE FINANCIAL INCENTIVES FROM A UTILITY PROGRAM.

SECTION 3. In Colorado Revised Statutes, 6-1-105, **add** (1)(pppp) as follows:

6-1-105. Unfair or deceptive trade practices - definitions. (1) A person engages in a deceptive trade practice when, in the course of the person's business, vocation, or occupation, the person:

(pppp) VIOLATES PART 18 OF THIS ARTICLE 1.

SECTION 4. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Esther van Mourik
SECRETARY OF
THE SENATE

Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO