

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 25-1062.01 Clare Haffner x6137

SENATE BILL 25-299

SENATE SPONSORSHIP

Wallace, Ball, Bridges, Coleman, Cutter, Gonzales J., Hinrichsen, Jodeh, Kipp, Michaelson
Jenet, Winter F.

HOUSE SPONSORSHIP

Brown and Soper, Camacho, Clifford, Jackson, McCormick, Paschal, Ricks, Rutinel,
Smith, Story, Woodrow

Senate Committees
Transportation & Energy

House Committees
Energy & Environment

A BILL FOR AN ACT

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

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill defines a solar sales company as an entity that:

- Transacts 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 (system);
- Transacts with a consumer to lease or enter into a power purchase agreement for a system; or

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

HOUSE
3rd Reading Unamended
May 6, 2025

HOUSE
Amended 2nd Reading
May 5, 2025

SENATE
3rd Reading Unamended
April 28, 2025

SENATE
Amended 2nd Reading
April 25, 2025

- Is a community solar garden subscriber organization.

The bill requires a solar sales company to provide to a consumer certain disclosures when entering into an agreement with the consumer for the purchase or lease of a system, a power purchase agreement for a system, or a community solar garden subscription (agreement). The bill also specifies the terms that an agreement must contain, including payment terms and contact information for the solar sales company. A solar sales company is required to retain a copy of a signed agreement for at least 4 years after the date the agreement is entered into. The personal information of a consumer must be maintained consistent with applicable data privacy laws.

In the event of a sale of a system, the consumer has at least 3 business days after the date of the transaction to cancel the agreement without financial penalty, besides any nonrefundable deposits. The bill requires a solar sales company to conduct a welcome call with the consumer, either telephonically, in person, or through video conference. The welcome call must include certain disclosures and be recorded and retained by the solar sales company. The consumer's 3-day cancellation period is tolled until the welcome call is conducted. The bill describes the terms that any financing documents must contain if the purchase of a system is financed.

The bill sets forth requirements for a salesperson of a solar sales company and prohibits a solar sales company from using written or digital sales materials with names, logos, pictures, or other indicia of association with a public utility, cooperative electric association, or municipal utility, unless the solar sales company has received authorization from the relevant utility to do so.

The bill requires a solar sales company to provide certain warranties for the installation and workmanship of a residential solar electric system.

Lastly, the bill requires an investor-owned utility that offers financial incentives for a system to provide certain information about the offered incentives to customers.

A violation of the requirements of the bill is enforceable as a deceptive trade practice under the "Colorado Consumer Protection Act". The bill's requirements apply to agreements between a solar sales company and a consumer that are entered into on or after December 31, 2025.

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

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

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

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

6 (c) Residential energy storage systems are being adopted at
7 increasing rates, with 25 megawatts expected to come online in the front
8 range by the end of 2025; and

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

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

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

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

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

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

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

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

1 to understand:

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

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

6 **SECTION 2.** In Colorado Revised Statutes, **add** part 18 to article
7 1 of title 6 as follows:

8 **PART 18**

9 **RESIDENTIAL CLEAN ENERGY SYSTEMS**

10 **6-1-1801. Definitions.** AS USED IN THIS PART 18, UNLESS THE
11 CONTEXT OTHERWISE REQUIRES:

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

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

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

18 OR

19 ==

20 (III) A POWER PURCHASE AGREEMENT.

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

24 ==

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

1 PURPOSES.

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

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

17 (5) "POWER PURCHASE AGREEMENT" MEANS A FINANCIAL
18 AGREEMENT IN WHICH A SOLAR SALES COMPANY ARRANGES FOR THE
19 DESIGN, PERMITTING, FINANCING, AND INSTALLATION OF A RESIDENTIAL
20 SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE
21 SYSTEM AND SELLS THE POWER GENERATED FROM OR STORED BY THE
22 SYSTEM TO A CONSUMER.

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

- 25 (a) STORES ELECTRICITY TO BE USED AT A LATER TIME;
26 (b) USES SOLAR ENERGY OR GRID ENERGY TO RECHARGE;
27 (c) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN

1 ELECTRIC UTILITY;

2 (d) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY

3 METER;

4 (e) PROVIDES STORED ELECTRICITY PRIMARILY TO OFFSET

5 CUSTOMER LOAD ON THE CUSTOMER'S REAL PROPERTY; AND

6 (f) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD

7 PURPOSES.

8 (7) "RESIDENTIAL SOLAR ELECTRIC SYSTEM" MEANS A SYSTEM OR

9 FACILITY THAT:

10 (a) USES SOLAR ENERGY TO GENERATE ELECTRICITY;

11 (b) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN

12 ELECTRIC UTILITY;

13 (c) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY

14 METER;

15 (d) PROVIDES ELECTRICITY PRIMARILY TO OFFSET CUSTOMER LOAD

16 ON THE CUSTOMER'S REAL PROPERTY; AND

17 (e) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD

18 PURPOSES.

19 (8) "SALESPERSON" MEANS AN EMPLOYEE OF OR INDEPENDENT

20 CONTRACTOR HIRED BY A SOLAR SALES COMPANY WHO SOLICITS, SELLS,

21 NEGOTIATES, OR EXECUTES AGREEMENTS FOR RESIDENTIAL SOLAR

22 ELECTRIC SYSTEMS OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS.

23 (9) (a) "SOLAR INSTALLATION COMPANY" MEANS AN ENTITY THAT

24 INSTALLS A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL

25 BATTERY ENERGY STORAGE SYSTEM ON BEHALF OF A CONSUMER OR A

26 THIRD PARTY FROM WHOM A CONSUMER WILL:

27 (I) LEASE THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR

1 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

2 (II) PURCHASE ELECTRICITY GENERATED BY THE SYSTEM.

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

4 (I) AN ENTITY THAT IS A THIRD-PARTY OWNER OR FINANCIER OF A

5 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY

6 STORAGE SYSTEM THAT DOES NOT INSTALL THE SYSTEM; OR

7 (II) A CONSUMER WHO SELF-INSTALLS A RESIDENTIAL SOLAR

8 ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM.

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

10 (I) AN ENTITY THAT ENGAGES IN A TRANSACTION WITH A

11 CONSUMER TO SELL, OR NEGOTIATE OR EXECUTE A CONTRACT FOR THE

12 SALE OF, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL

13 BATTERY ENERGY STORAGE SYSTEM; OR

14 (II) AN ENTITY THAT ENGAGES IN A TRANSACTION WITH A

15 CONSUMER TO LEASE, OR ENTER INTO A POWER PURCHASE AGREEMENT

16 FOR, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY

17 ENERGY STORAGE SYSTEM THAT IS OWNED BY A THIRD PARTY FROM WHOM

18 THE CONSUMER WILL:

19 (A) LEASE THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR

20 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM; OR

21 (B) PURCHASE ELECTRICITY GENERATED FROM OR STORED BY THE

22 SYSTEM.

23 (b) "SOLAR SALES COMPANY" INCLUDES A PERSON THAT ENGAGES

24 IN THE SALE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL

25 BATTERY ENERGY STORAGE SYSTEM THAT IS NOT REGISTERED WITH THE

26 COLORADO SECRETARY OF STATE.

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

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

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

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

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

10 **6-1-1802. Applicability of part.** (1) THIS PART 18 APPLIES TO A
11 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY
12 STORAGE SYSTEM AGREEMENT ENTERED INTO ON OR AFTER JULY 1, 2026.

13 (2) THIS PART 18 DOES NOT APPLY TO:

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

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

22 (c) AN AGREEMENT FOR A SOLAR ELECTRIC SYSTEM OR BATTERY
23 ENERGY STORAGE SYSTEM THAT IS NOT BETWEEN A SOLAR SALES
24 COMPANY AND A CONSUMER; OR

25 (d) AN AGREEMENT FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM
26 OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT IS INSTALLED
27 AS A FEATURE OF NEW CONSTRUCTION AND FOR WHICH THE SYSTEM IS

1 SOLD IN CONJUNCTION WITH RESIDENTIAL REAL PROPERTY.

2 **6-1-1803. Agreements for residential solar electric systems or**
3 **residential battery energy storage systems - disclosures to consumer**

4 **required.** (1) (a) BEFORE ENTERING INTO AN AGREEMENT WITH A
5 CONSUMER FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL
6 BATTERY ENERGY STORAGE SYSTEM, A SOLAR SALES COMPANY SHALL
7 PROVIDE TO THE CONSUMER A WRITTEN DISCLOSURE FORM THAT IS NOT
8 MORE THAN FOUR PAGES IN LENGTH AND CONTAINS THE FOLLOWING
9 INFORMATION, IN A FONT NO SMALLER THAN TEN POINTS:

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

12 (A) THE SOLAR SALES COMPANY;

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

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

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

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

23 (IV) SYSTEM DESIGN ASSUMPTIONS, INCLUDING SYSTEM SIZE,
24 ESTIMATED FIRST-YEAR PRODUCTION, ESTIMATED ANNUAL SYSTEM
25 PRODUCTION DEGRADATION, PRESENCE OF ENERGY STORAGE, ENERGY
26 STORAGE CAPACITY, AND A DESCRIPTION OF THE EQUIPMENT NEEDED TO
27 PROVIDE BACKUP POWER;

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

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

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

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

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

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

26 (XI) THE FOLLOWING STATEMENT: "ESTIMATES OF COST SAVINGS
27 ARE BASED ON BEST CALCULATIONS FROM THE PREVIOUS TWELVE MONTHS

1 OF UTILITY BILLS, OR, IF TWELVE MONTHS OF UTILITY BILLS ARE NOT
2 AVAILABLE, A REASONABLE ESTIMATE OF COST SAVINGS. THE
3 ASSUMPTIONS, SUCH AS THE RATE YOUR UTILITY CHARGES FOR
4 ELECTRICITY, THAT ARE USED TO ESTIMATE COST SAVINGS MAY CHANGE.
5 THERE MAY BE UTILITY FEES THAT CANNOT BE OFFSET WITH SOLAR, AND
6 COMPENSATION FOR EXCESS ELECTRICITY SENT BACK TO THE GRID MAY BE
7 CREDITED TO YOUR BILL BY THE UTILITY AT RATES BELOW WHAT YOU PAY
8 FOR ELECTRICITY. FOR FURTHER INFORMATION REGARDING RATES, YOU
9 MAY CONTACT YOUR LOCAL UTILITY OR, IF YOUR LOCAL UTILITY IS AN
10 INVESTOR-OWNED UTILITY, THE PUBLIC UTILITIES COMMISSION. TAX AND
11 OTHER STATE AND FEDERAL INCENTIVES OFFERED ARE SUBJECT TO
12 CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE, OR REGULATORY
13 ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. PLEASE READ YOUR
14 CONTRACT CAREFULLY FOR MORE DETAILS."

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

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

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

27 (XV) A DISCLOSURE ABOUT THE IMPACT OF INSTALLING A

1 RESIDENTIAL SOLAR ENERGY SYSTEM ON ANY EXISTING ROOF
2 WARRANTIES.

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

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

12 (2) IN THE CASE OF A LEASE FOR A RESIDENTIAL SOLAR ELECTRIC
13 SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IN WHICH A
14 SOLAR SALES COMPANY IS THE LESSOR, THE WRITTEN DISCLOSURE FORM
15 REQUIRED PURSUANT TO SUBSECTION (1) OF THIS SECTION MUST ALSO
16 INCLUDE THE FOLLOWING INFORMATION:

17 (a) THE LENGTH OF THE LEASE;

18 (b) THE AMOUNT OF EACH MONTHLY PAYMENT FOR THE FIRST
19 YEAR OF THE LEASE;

20 (c) THE ESTIMATED TOTAL AMOUNT OF LEASE PAYMENTS OVER
21 THE LENGTH OF THE LEASE;

22 (d) THE RATE OF ANY PAYMENT INCREASES AND THE DATE OF THE
23 FIRST INCREASE, IF APPLICABLE;

24 (e) THE TOTAL NUMBER OF LEASE PAYMENTS;

25 (f) PAYMENT DUE DATES AND THE MANNER IN WHICH THE
26 CONSUMER WILL RECEIVE INVOICES;

27 (g) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER THE

1 LESSOR WILL BE FILING A UNIFORM COMMERCIAL CODE FIXTURE FILING
2 ON THE SYSTEM AND THE IMPACT ON ANY FUTURE SALE OF THE REAL
3 PROPERTY; AND

4 (h) A DISCLOSURE DESCRIBING THE TRANSFERABILITY OF THE
5 LEASE AND THE CONDITIONS FOR LEASE TRANSFERS IN CONNECTION WITH
6 A CONSUMER SELLING THE REAL PROPERTY.

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

10 (a) THE LENGTH OF THE POWER PURCHASE AGREEMENT;

11 (b) THE RATES FOR THE FIRST YEAR OF THE POWER PURCHASE
12 AGREEMENT;

13 (c) THE RATE OF ANY PAYMENT INCREASES AND THE DATE OF THE
14 FIRST INCREASE, IF APPLICABLE;

15 (d) THE TOTAL NUMBER OF POWER PURCHASE AGREEMENT
16 PAYMENTS;

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

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

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

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

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

9 (a) THE PURCHASE PRICE;

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

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

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

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

1 **6-1-1804. Agreements - contract terms and requirements -**
2 **cooling-off period. (1) A** CONTRACT FOR THE SALE OR LEASE OF, OR

3 POWER PURCHASE AGREEMENT FOR, A RESIDENTIAL SOLAR ELECTRIC
4 SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM MUST:

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

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

10 (c) INCLUDE A DISPUTE RESOLUTION PROCESS.

11

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

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

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

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

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

22 (b) THE PURCHASE PRICE;

23 (c) THE PAYMENT SCHEDULE, IF APPLICABLE;

24 (d) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE
25 EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND
26 KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR
27 MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE

1 MONITORING TO BE INSTALLED; AND, IF APPLICABLE, THE ENERGY
2 STORAGE SYSTEM TO BE INSTALLED;

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

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

14 (g) THE NAME OF THE LOCAL UTILITY; AND

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

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

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

22 (I) THE LESSOR;

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

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

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

1 TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN ADDITION TO
2 EMAIL;

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

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

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

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

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

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

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

27 (j) WHICH PARTY OR PARTIES ARE RESPONSIBLE FOR FILING THE

1 INTERCONNECTION APPLICATION AND PERMITS; AND

2 (k) A DESCRIPTION OF ANY SECURITY INTEREST FILED AGAINST THE

3 SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE FINANCING

4 STATEMENTS.

5 (4) A POWER PURCHASE AGREEMENT FOR A RESIDENTIAL SOLAR

6 ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM IN

7 WHICH A SOLAR SALES COMPANY IS THE LESSOR MUST CONTAIN THE

8 FOLLOWING INFORMATION:

9 (a) THE NAME, PHYSICAL ADDRESS, TELEPHONE NUMBER, AND

10 EMAIL ADDRESS OF:

11 (I) THE SOLAR SALES COMPANY;

12 (II) THE SOLAR INSTALLATION COMPANY, IF DIFFERENT THAN THE

13 SOLAR SALES COMPANY; AND

14 (III) IF APPLICABLE, THE SALESPERSON WHO SOLICITED OR

15 NEGOTIATED THE AGREEMENT;

16 (b) IF THE SOLAR SALES COMPANY DOES NOT COMMUNICATE WITH

17 CONSUMERS BY TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN

18 ADDITION TO EMAIL;

19 (c) THE PAYMENT SCHEDULE FOR THE SALE OF OUTPUT OF THE

20 RESIDENTIAL SOLAR ELECTRIC SYSTEM, INCLUDING THE NUMBER, AMOUNT,

21 AND DUE DATES OR PERIODS OF PAYMENTS;

22 (d) A DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM SIZE

23 EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND

24 KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR

25 MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE

26 MONITORING TO BE INSTALLED; AND, IF APPLICABLE, THE ENERGY

27 STORAGE SYSTEM TO BE INSTALLED;

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

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

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

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

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

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

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

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

24 (a) A CONSUMER HAS AT LEAST THREE BUSINESS DAYS AFTER
25 RECEIVING THE INITIAL SIGNED AGREEMENT TO CANCEL THE AGREEMENT
26 WITHOUT FINANCIAL PENALTY, SUBJECT TO SECTION 6-1-1809 (3), WITH
27 THE EXCEPTION OF ANY NONREFUNDABLE DEPOSITS COLLECTED BEFORE

1 RECEIPT OF THE SIGNED AGREEMENT, IN AN AMOUNT NOT TO EXCEED ONE
2 HUNDRED DOLLARS;

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

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

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

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

23

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24 **6-1-1805. Financing of residential solar electric systems and**
25 **residential battery energy storage systems - documents required.**

26 (1) IF A RESIDENTIAL ELECTRIC SOLAR SYSTEM OR RESIDENTIAL BATTERY
27 ENERGY STORAGE SYSTEM IS FINANCED, THE FINANCING DOCUMENTS MUST

1 INCLUDE:
2 (a) THE LENGTH, TERMS, AND COST OF THE FINANCING AGREEMENT
3 IN CLEAR AND CONSPICUOUS LANGUAGE;
4 (b) AN EXPLANATION OF WHETHER THE FINANCIER WILL BE FILING
5 AN ENCUMBRANCE AGAINST THE REAL PROPERTY AND, IF SO, THE IMPACT
6 OF THE FILING ON A FUTURE REAL PROPERTY TRANSACTION; AND
7 (c) A NOTIFICATION OF ANY SECURITY INTEREST FILED AGAINST
8 THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY
9 ENERGY STORAGE SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE
10 FINANCING STATEMENTS.

11 **6-1-1806. Salespersons.** (1) AN INDEPENDENT CONTRACTOR MAY
12 BE RETAINED BY A SOLAR SALES COMPANY AS A SALESPERSON.
13 NOTWITHSTANDING THE SALESPERSON'S STATUS AS AN INDEPENDENT
14 CONTRACTOR, THE SOLAR SALES COMPANY THAT EMPLOYS THE
15 INDEPENDENT CONTRACTOR AS A SALESPERSON IS RESPONSIBLE FOR
16 ENSURING COMPLIANCE WITH THIS PART 18 AND FOR ANY LOSS OR
17 DAMAGES RESULTING FROM NONCOMPLIANCE BY THE INDEPENDENT
18 CONTRACTOR WHEN ACTING ON BEHALF OF THE SOLAR SALES COMPANY.

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

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

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

27 (5) A SALESPERSON SHALL NOT VISIT A RESIDENCE THAT HAS

1 POSTED A "NO SOLICITATION" SIGN.

2 **6-1-1807. Misrepresentations prohibited.** (1) (a) WRITTEN OR
3 DIGITAL SALES MATERIALS FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM
4 OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT ARE PROVIDED
5 IN THE STATE SHALL NOT INCLUDE THE NAMES, LOGOS, PICTURES, OR
6 OTHER INDICIA OF A PUBLIC UTILITY, COOPERATIVE ELECTRIC ASSOCIATION
7 FORMED PURSUANT TO ARTICLE 9.5 OF TITLE 40, OR MUNICIPAL UTILITY,
8 UNLESS A SALESPERSON HAS RECEIVED EXPRESS WRITTEN CONSENT TO DO
9 SO FROM THE RELEVANT UTILITY OR IS OTHERWISE COMPLYING WITH
10 FEDERAL FAIR USE LAWS.

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

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

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

24 (4) A SOLAR SALES COMPANY SHALL NOT REPRESENT, VERBALLY
25 OR IN WRITING, THAT THE SOLAR SALES COMPANY IS AFFILIATED WITH,
26 SPONSORED BY, OR APPROVED BY A STATE INCENTIVE PROGRAM WITHOUT
27 THE EXPRESS, WRITTEN CONSENT OF THE STATE AGENCY IN CHARGE OF

1 THE STATE INCENTIVE PROGRAM.

2 **6-1-1808. Record retention and consumer privacy.** (1) A
3 SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR
4 SALES COMPANY SHALL RETAIN A COPY OF EACH SIGNED AGREEMENT FOR
5 A PERIOD OF NOT LESS THAN FOUR YEARS AFTER THE DATE OF THE
6 TRANSACTION.

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

10 **6-1-1809. Welcome calls - information provided to consumer.**

11 (1) ON OR AFTER THE DATE OF THE TRANSACTION OF AN AGREEMENT, A
12 SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR
13 SALES COMPANY SHALL CONDUCT A WELCOME CALL WITH THE NEW
14 CONSUMER, IN THE LANGUAGE USED DURING THE SALES PRESENTATION.

15 

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

18 (a) CONFIRMATION OF THE IDENTITY OF THE CONSUMER;

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

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

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

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

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

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

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

13

14 **6-1-1810. Warranties and maintenance.** (1) A SOLAR SALES
15 COMPANY SHALL PROVIDE A WARRANTY AGAINST ROOF DAMAGE AND
16 WATER INFILTRATION AT EACH ROOFING PENETRATION MADE DURING THE
17 INSTALLATION OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM, WHICH
18 WARRANTY MUST LAST FOR AT LEAST FOUR YEARS AFTER THE
19 COMPLETION OF THE INSTALLATION.

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

24 (3) IF A SOLAR SALES COMPANY PROVIDES A LONG-TERM
25 MAINTENANCE PLAN FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR
26 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, THE PLAN MUST BE
27 MADE AVAILABLE IN WRITING AND VERBALLY EXPLAINED TO THE

1 CONSUMER. IF A SOLAR SALES COMPANY DOES NOT PROVIDE A LONG-TERM
2 MAINTENANCE PLAN, THE SOLAR SALES COMPANY SHALL PROVIDE THE
3 CONSUMER WITH A WRITTEN EXPLANATION AS TO WHY A LONG-TERM
4 MAINTENANCE PLAN IS NOT BEING PROVIDED.

5 **6-1-1811. Enforcement.** A PERSON THAT, IN THE COURSE OF
6 THE PERSON'S BUSINESS, VIOLATES THIS PART 18 COMMITS A DECEPTIVE
7 TRADE PRACTICE PURSUANT TO SECTION 6-1-105.

8
9 **6-1-1812. Investor-owned utility disclosures and oversight of**
10 **available customer incentives.** (1) AN INVESTOR-OWNED UTILITY THAT
11 SERVES MORE THAN FIVE HUNDRED THOUSAND CUSTOMERS THAT OFFERS
12 FINANCIAL INCENTIVES FOR RESIDENTIAL SOLAR ELECTRIC SYSTEMS OR
13 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS SHALL CLEARLY AND
14 PROMINENTLY PROVIDE THE FOLLOWING INFORMATION ON THE UTILITY'S
15 WEBSITE:

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

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

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

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

27 **6-1-105. Unfair or deceptive trade practices - definitions.**

1 (1) A person engages in a deceptive trade practice when, in the course of
2 the person's business, vocation, or occupation, the person:

3 (iii) VIOLATES PART 18 OF THIS ARTICLE 1.

4 **SECTION 4. Act subject to petition - effective date.** This act
5 takes effect at 12:01 a.m. on the day following the expiration of the
6 ninety-day period after final adjournment of the general assembly; except
7 that, if a referendum petition is filed pursuant to section 1 (3) of article V
8 of the state constitution against this act or an item, section, or part of this
9 act within such period, then the act, item, section, or part will not take
10 effect unless approved by the people at the general election to be held in
11 November 2026 and, in such case, will take effect on the date of the
12 official declaration of the vote thereon by the governor.