

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

INTRODUCED

LLS NO. 25-1062.01 Clare Haffner x6137

SENATE BILL 25-299

SENATE SPONSORSHIP

Wallace,

HOUSE SPONSORSHIP

Brown and Soper,

Senate Committees
Transportation & Energy

House Committees

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.

- 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 (III) A COMMUNITY SOLAR GARDEN SUBSCRIPTION; OR

19 (IV) A POWER PURCHASE AGREEMENT.

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

23 (2) "COMMUNITY SOLAR GARDEN SUBSCRIBER" OR "SUBSCRIBER"
24 HAS THE SAME MEANING AS "SUBSCRIBER" AS DEFINED IN SECTION
25 40-2-127.2 (1)(i).

26 (3) "COMMUNITY SOLAR GARDEN SUBSCRIBER ORGANIZATION" OR
27 "SUBSCRIBER ORGANIZATION" HAS THE SAME MEANING AS "SUBSCRIBER

1 ORGANIZATION" AS DEFINED IN SECTION 40-2-127.2 (1)(j).

2 (4) "COMMUNITY SOLAR GARDEN SUBSCRIPTION" OR
3 "SUBSCRIPTION" HAS THE SAME MEANING AS "SUBSCRIPTION" AS DEFINED
4 IN SECTION 40-2-127.2 (1)(k).

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

9 (6) "FINANCING AGREEMENT" MEANS AN AGREEMENT INVOLVING
10 CREDIT OFFERED OR EXTENDED TO AN INDIVIDUAL TO ACQUIRE A
11 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY
12 STORAGE SYSTEM PRIMARILY USED FOR PERSONAL, FAMILY, OR
13 HOUSEHOLD PURPOSES.

14 (7) "LEASE" MEANS A CONTRACT IN THE FORM OF A BAILMENT OR
15 LEASE FOR THE USE OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR
16 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM BY AN INDIVIDUAL
17 PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, FOR
18 A PERIOD EXCEEDING FOUR MONTHS AND FOR A TOTAL CONTRACTUAL
19 OBLIGATION NOT EXCEEDING THE APPLICABLE THRESHOLD AMOUNT,
20 PURSUANT TO APPLICABLE FEDERAL REGULATIONS, WHETHER OR NOT THE
21 LESSEE HAS THE OPTION TO PURCHASE OR OTHERWISE BECOME THE OWNER
22 OF THE RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY
23 ENERGY STORAGE SYSTEM UPON THE EXPIRATION OF THE LEASE.

24 (8) "POWER PURCHASE AGREEMENT" MEANS A FINANCIAL
25 AGREEMENT IN WHICH A SOLAR SALES COMPANY ARRANGES FOR THE
26 DESIGN, PERMITTING, FINANCING, AND INSTALLATION OF A RESIDENTIAL
27 SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE

1 SYSTEM AND SELLS THE POWER GENERATED FROM OR STORED BY THE
2 SYSTEM TO A CONSUMER.

3 (9) "RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM" MEANS A
4 SYSTEM OR FACILITY THAT:

5 (a) STORES ELECTRICITY TO BE USED AT A LATER TIME;

6 (b) USES SOLAR ENERGY OR GRID ENERGY TO RECHARGE;

7 (c) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN
8 ELECTRIC UTILITY;

9 (d) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY
10 METER;

11 (e) PROVIDES STORED ELECTRICITY PRIMARILY TO OFFSET
12 CUSTOMER LOAD ON THE CUSTOMER'S REAL PROPERTY; AND

13 (f) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD
14 PURPOSES.

15 (10) "RESIDENTIAL SOLAR ELECTRIC SYSTEM" MEANS A SYSTEM OR
16 FACILITY THAT:

17 (a) USES SOLAR ENERGY TO GENERATE ELECTRICITY;

18 (b) IS LOCATED ON THE REAL PROPERTY OF A CUSTOMER OF AN
19 ELECTRIC UTILITY;

20 (c) IS CONNECTED ON THE CUSTOMER'S SIDE OF THE ELECTRICITY
21 METER;

22 (d) PROVIDES ELECTRICITY PRIMARILY TO OFFSET CUSTOMER LOAD
23 ON THE CUSTOMER'S REAL PROPERTY; AND

24 (e) IS PRIMARILY USED FOR PERSONAL, FAMILY, OR HOUSEHOLD
25 PURPOSES.

26 (11) "SALESPERSON" MEANS AN EMPLOYEE OF OR INDEPENDENT
27 CONTRACTOR HIRED BY A SOLAR SALES COMPANY WHO SOLICITS, SELLS,

1 NEGOTIATES, OR EXECUTES AGREEMENTS FOR RESIDENTIAL SOLAR
2 ELECTRIC SYSTEMS OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS.

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

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

9 (II) PURCHASE ELECTRICITY GENERATED BY THE SYSTEM.

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

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

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

16 (13)(a) "SOLAR SALES COMPANY" MEANS:

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

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

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

1 (B) PURCHASE ELECTRICITY GENERATED FROM OR STORED BY THE
2 SYSTEM; OR

3 (III) A COMMUNITY SOLAR GARDEN SUBSCRIBER ORGANIZATION.

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

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

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

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

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

16 (15) "UNIFORM COMMERCIAL CODE" MEANS THE "UNIFORM
17 COMMERCIAL CODE" CODIFIED IN TITLE 4.

18 **6-1-1802. Applicability of part.** (1) THIS PART 18 APPLIES TO A
19 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY
20 STORAGE SYSTEM AGREEMENT ENTERED INTO ON OR AFTER DECEMBER 31,
21 2025.

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

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

26 (b) A LENDER, GOVERNMENTAL ENTITY, OR OTHER THIRD PARTY
27 THAT ENTERS INTO AN AGREEMENT WITH A CONSUMER TO FINANCE A

1 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY
2 STORAGE SYSTEM BUT IS NOT A PARTY TO A SYSTEM PURCHASE
3 AGREEMENT, POWER PURCHASE AGREEMENT, OR LEASE AGREEMENT;

4 (c) AN AGREEMENT FOR A SOLAR ELECTRIC SYSTEM OR BATTERY
5 ENERGY STORAGE SYSTEM THAT IS NOT FOR RESIDENTIAL USE; OR

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

10 **6-1-1803. Agreements for residential solar electric systems or**
11 **residential battery energy storage systems - disclosures to consumer**
12 **required.** (1) (a) BEFORE ENTERING INTO AN AGREEMENT WITH A
13 CONSUMER FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL
14 BATTERY ENERGY STORAGE SYSTEM, A SOLAR SALES COMPANY SHALL
15 PROVIDE TO THE CONSUMER A WRITTEN DISCLOSURE FORM THAT IS NOT
16 MORE THAN FOUR PAGES IN LENGTH AND CONTAINS THE FOLLOWING
17 INFORMATION, IN A FONT NO SMALLER THAN TEN POINTS:

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

20 (A) THE SOLAR SALES COMPANY;

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

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

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

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

4 (IV) SYSTEM DESIGN ASSUMPTIONS, INCLUDING SYSTEM SIZE,
5 ESTIMATED FIRST-YEAR PRODUCTION, ESTIMATED ANNUAL SYSTEM
6 PRODUCTION DEGRADATION, PRESENCE OF ENERGY STORAGE, ENERGY
7 STORAGE CAPACITY, AND A DESCRIPTION OF THE EQUIPMENT NEEDED TO
8 PROVIDE BACKUP POWER;

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

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

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

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

26 (IX) A DISCLOSURE CONCERNING THE RETENTION OF RENEWABLE
27 ENERGY CREDITS, IF APPLICABLE, INCLUDING AN EXPLANATION OF WHAT

1 RENEWABLE ENERGY CREDITS ARE;

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

6 (XI) THE FOLLOWING STATEMENT: "ESTIMATES OF COST SAVINGS
7 ARE BASED ON BEST CALCULATIONS FROM THE PREVIOUS TWELVE MONTHS
8 OF UTILITY BILLS. THE ASSUMPTIONS, SUCH AS THE RATE YOUR UTILITY
9 CHARGES FOR ELECTRICITY, THAT ARE USED TO ESTIMATE COST SAVINGS
10 MAY CHANGE. THERE MAY BE UTILITY FEES THAT CANNOT BE OFFSET WITH
11 SOLAR, AND COMPENSATION FOR EXCESS ELECTRICITY SENT BACK TO THE
12 GRID MAY BE CREDITED TO YOUR BILL BY THE UTILITY AT RATES BELOW
13 WHAT YOU PAY FOR ELECTRICITY. FOR FURTHER INFORMATION REGARDING
14 RATES, YOU MAY CONTACT YOUR LOCAL UTILITY OR, IF YOUR LOCAL
15 UTILITY IS AN INVESTOR-OWNED UTILITY, THE PUBLIC UTILITIES
16 COMMISSION. TAX AND OTHER STATE AND FEDERAL INCENTIVES OFFERED
17 ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE,
18 OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES.
19 PLEASE READ YOUR CONTRACT CAREFULLY FOR MORE DETAILS."

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

22 (XIII) THE FOLLOWING STATEMENT: "THE INTERCONNECTION
23 PROCEDURES FOR A RESIDENTIAL SOLAR ENERGY SYSTEM OR RESIDENTIAL
24 BATTERY ENERGY STORAGE SYSTEM ARE SUBJECT TO THE POLICIES OF THE
25 LOCAL UTILITY. FOR INFORMATION ON THE SPECIFIC INTERCONNECTION
26 POLICIES AND PROCEDURES APPLICABLE TO YOUR SYSTEM, YOU SHOULD
27 CONTACT YOUR LOCAL UTILITY OR, IF YOUR LOCAL UTILITY IS AN

1 INVESTOR-OWNED UTILITY, THE PUBLIC UTILITIES COMMISSION."

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

5 (b) A SOLAR SALES COMPANY SHALL OFFER CONSUMERS A SALES
6 PRESENTATION IN BOTH ENGLISH AND SPANISH, IF REQUESTED, AND SHALL
7 PROVIDE A CONSUMER THE DISCLOSURE FORM DESCRIBED IN SUBSECTION
8 (1)(a) OF THIS SECTION IN THE LANGUAGE IN WHICH THE SALES
9 PRESENTATION WAS MADE TO THE CONSUMER. A CONSUMER MAY
10 REQUEST A SALES PRESENTATION IN A LANGUAGE OTHER THAN ENGLISH
11 OR SPANISH.

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

16 (2) IN THE CASE OF A LEASE FOR A RESIDENTIAL SOLAR ELECTRIC
17 SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM, THE
18 WRITTEN DISCLOSURE FORM REQUIRED PURSUANT TO SUBSECTION (1) OF
19 THIS SECTION MUST ALSO INCLUDE THE FOLLOWING INFORMATION:

20 (a) THE LENGTH OF THE LEASE;

21 (b) THE AMOUNT OF EACH MONTHLY PAYMENT FOR THE FIRST
22 YEAR OF THE LEASE;

23 (c) THE ESTIMATED TOTAL AMOUNT OF LEASE PAYMENTS OVER
24 THE LENGTH OF THE LEASE;

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

27 (e) THE TOTAL NUMBER OF LEASE PAYMENTS;

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

3 (g) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER THE
4 LESSOR WILL BE FILING A FIXTURE FILING ON THE SYSTEM AND THE IMPACT
5 ON ANY FUTURE SALE OF THE REAL PROPERTY; AND

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

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

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

13 (b) THE RATES FOR THE FIRST YEAR OF THE POWER PURCHASE
14 AGREEMENT;

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

17 (d) THE TOTAL NUMBER OF POWER PURCHASE AGREEMENT
18 PAYMENTS;

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

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

26 (g) A DISCLOSURE NOTIFYING THE CONSUMER WHETHER THE
27 OWNER OF THE SYSTEM WILL BE FILING A FIXTURE FILING ON THE SYSTEM

1 AND THE IMPACT ON ANY FUTURE SALE OF THE REAL PROPERTY; AND

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

5 (4) IN THE CASE OF A COMMUNITY SOLAR GARDEN SUBSCRIPTION,
6 THE WRITTEN DISCLOSURE FORM REQUIRED PURSUANT TO SUBSECTION (1)
7 OF THIS SECTION MUST ALSO INCLUDE THE INFORMATION REQUIRED
8 PURSUANT TO SECTION 40-2-127.2 (5)(d) AND REQUIRED BY ANY RULES
9 THAT THE PUBLIC UTILITIES COMMISSION HAS ADOPTED PURSUANT TO
10 THAT SECTION.

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

15 (a) THE PURCHASE PRICE;

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

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

23 (d) THE FOLLOWING STATEMENT: "LAWS AND REGULATIONS
24 ABOUT STATE AND FEDERAL TAX CREDITS ARE SUBJECT TO CHANGE. ANY
25 STATEMENT MADE IN THESE DISCLOSURES SHOULD NOT BE CONSTRUED AS
26 TAX ADVICE. YOU ARE ENCOURAGED TO CONSULT A TAX EXPERT
27 REGARDING ANY REDUCTIONS OR POTENTIAL REDUCTIONS IN YOUR TAX

1 LIABILITY ASSOCIATED WITH PURCHASING A RESIDENTIAL SOLAR ELECTRIC
2 SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM."

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

7 **6-1-1804. Agreements - contract terms and requirements -**
8 **cooling-off period - community solar garden subscription.** (1) A
9 CONTRACT FOR THE SALE OR LEASE OF, OR POWER PURCHASE AGREEMENT
10 FOR, A RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY
11 ENERGY STORAGE SYSTEM MUST:

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

14 (b) BE WRITTEN IN THE SAME LANGUAGE IN WHICH THE SALE,
15 LEASE, OR POWER PURCHASE AGREEMENT WAS MADE;

16 (c) INCLUDE A DISPUTE RESOLUTION PROCESS; AND

17 (d) BE NOT MORE THAN FOUR PAGES IN LENGTH AND WRITTEN IN
18 A FONT NO SMALLER THAN TEN POINTS.

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

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

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

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

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

1 NEGOTIATED THE AGREEMENT;

2 (b) THE PURCHASE PRICE;

3 (c) THE PAYMENT SCHEDULE, IF APPLICABLE;

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

5 EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND

6 KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR

7 MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE

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

9 STORAGE SYSTEM TO BE INSTALLED;

10 (e) ESTIMATED START AND COMPLETION DATES FOR

11 INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "THE

12 ACTUAL START AND COMPLETION DATES DEPEND ON MANY FACTORS, SUCH

13 AS DELAYS RELATED TO PERMITTING AND INTERCONNECTION APPROVALS,

14 WHICH ARE CONTROLLED BY YOUR LOCAL JURISDICTION AND LOCAL

15 UTILITY, RESPECTIVELY."

16 (f) AN EXPLANATION OF APPLICABLE WARRANTIES OR

17 GUARANTEES, INCLUDING THE TRANSFERABILITY OF ANY OBLIGATIONS, IN

18 COMPLIANCE WITH THE FEDERAL "MAGNUSON-MOSS WARRANTY -

19 FEDERAL TRADE COMMISSION IMPROVEMENT ACT", 15 U.S.C. SEC. 2301

20 ET SEQ.;

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

22 (h) WHICH PARTY OR PARTIES ARE RESPONSIBLE FOR FILING THE

23 INTERCONNECTION APPLICATION AND PERMITS.

24 (3) AN AGREEMENT FOR THE LEASE OF A RESIDENTIAL SOLAR

25 ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM

26 MUST CONTAIN THE FOLLOWING INFORMATION:

27 (a) THE NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL

1 ADDRESS OF:

2 (I) THE LESSOR;

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

4 LESSOR; AND

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

6 NEGOTIATED THE AGREEMENT;

7 (b) IF THE LESSOR DOES NOT COMMUNICATE WITH CUSTOMERS BY

8 TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN ADDITION TO

9 EMAIL;

10 (c) THE TOTAL PAYMENTS REQUIRED PURSUANT TO THE LEASE AND

11 THE PAYMENT SCHEDULE, INCLUDING THE NUMBER, AMOUNT, AND DUE

12 DATES OR PERIODS OF PAYMENTS;

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

14 EXPRESSED IN KILOWATTS OF DIRECT CURRENT ELECTRICITY AND

15 KILOWATTS OF ALTERNATING CURRENT ELECTRICITY; THE SOLAR

16 MODULES TO BE INSTALLED; THE INVERTERS TO BE INSTALLED; THE

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

18 STORAGE SYSTEM TO BE INSTALLED;

19 (e) ESTIMATED START AND COMPLETION DATES FOR

20 INSTALLATION, ACCOMPANIED BY THE FOLLOWING STATEMENT: "THE

21 ACTUAL START AND COMPLETION DATES DEPEND ON MANY FACTORS, SUCH

22 AS DELAYS RELATED TO PERMITTING AND INTERCONNECTION APPROVALS,

23 WHICH ARE CONTROLLED BY YOUR LOCAL JURISDICTION AND LOCAL

24 UTILITY, RESPECTIVELY."

25 (f) AN EXPLANATION OF APPLICABLE WARRANTIES OR

26 GUARANTEES, INCLUDING THE TRANSFERABILITY OF ANY OBLIGATIONS;

27 (g) A DESCRIPTION OF THE MAINTENANCE AND REPAIR

1 RESPONSIBILITIES OF EACH PARTY;

2 (h) AN EXPLANATION OF WHETHER THE CONSUMER HAS THE RIGHT

3 TO PURCHASE THE LEASED SYSTEM, EITHER DURING THE LEASE TERM OR

4 AT THE TERMINATION OF THE LEASE, AND, IF SO, THE PURCHASE PRICE;

5 (i) A DESCRIPTION OF THE CONSUMER'S OPTIONS TO TRANSFER THE

6 LEASE TO A THIRD PARTY AND THE CONDITIONS FOR A TRANSFER;

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

8 INTERCONNECTION APPLICATION AND PERMITS; AND

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

10 SYSTEM, INCLUDING UNIFORM COMMERCIAL CODE FINANCING

11 STATEMENTS.

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

13 ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM

14 MUST CONTAIN THE FOLLOWING INFORMATION:

15 (a) THE NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL

16 ADDRESS OF:

17 (I) THE SOLAR SALES COMPANY;

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) IF THE SOLAR SALES COMPANY DOES NOT COMMUNICATE WITH

23 CUSTOMERS BY TELEPHONE, ANOTHER METHOD OF COMMUNICATION IN

24 ADDITION TO EMAIL;

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

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

27 AND DUE DATES OR PERIODS OF PAYMENTS;

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (e) COMPLIANCE WITH FEDERAL REGULATIONS REGARDING
25 COOLING-OFF PERIODS FOR SALES MADE AT HOMES OR AT CERTAIN OTHER
26 LOCATIONS CONSTITUTES COMPLIANCE WITH THIS SUBSECTION (5).

27 (6) (a) AN AGREEMENT FOR A COMMUNITY SOLAR GARDEN

1 SUBSCRIPTION MUST BE CONSISTENT WITH SECTION 40-2-127.2 (5).

2 (b) IN ACCORDANCE WITH SECTION 40-2-127.2 (5)(a), A
3 SUBSCRIBER ORGANIZATION IS PROHIBITED FROM:

4 (I) USING CREDIT SCORES, UTILITY CUSTOMER SCORES, OR ANY
5 UTILITY DEPOSIT REQUIREMENTS TO APPROVE OR DENY A PROSPECTIVE
6 CONSUMER'S PARTICIPATION IN A COMMUNITY SOLAR GARDEN; OR

7 (II) CHARGING A SIGN-UP FEE OR TERMINATION FEE TO A
8 RESIDENTIAL SUBSCRIBER.

9 (c) A SUBSCRIBER ORGANIZATION SHALL PROVIDE DISCOUNTS IN
10 ACCORDANCE WITH SECTION 40-2-127.2 (5)(b).

11 **6-1-1805. Financing of residential solar electric systems and**
12 **residential battery energy storage systems - documents required.**

13 (1) IF A RESIDENTIAL ELECTRIC SOLAR SYSTEM OR RESIDENTIAL BATTERY
14 ENERGY STORAGE SYSTEM IS FINANCED, THE FINANCING DOCUMENTS MUST
15 INCLUDE:

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

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

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

25 **6-1-1806. Salespersons.** (1) AN INDEPENDENT CONTRACTOR MAY
26 BE RETAINED BY A SOLAR SALES COMPANY AS A SALESPERSON.
27 NOTWITHSTANDING THE SALESPERSON'S STATUS AS AN INDEPENDENT

1 CONTRACTOR, THE SOLAR SALES COMPANY THAT EMPLOYS THE
2 INDEPENDENT CONTRACTOR AS A SALESPERSON IS RESPONSIBLE FOR
3 ENSURING COMPLIANCE WITH THIS PART 18 AND FOR ANY LOSS OR
4 DAMAGES RESULTING FROM NONCOMPLIANCE BY THE INDEPENDENT
5 CONTRACTOR WHEN ACTING ON BEHALF OF THE SOLAR SALES COMPANY.

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

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

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

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

16 **6-1-1807. Misrepresentations prohibited.** (1) (a) WRITTEN OR
17 DIGITAL SALES MATERIALS FOR A RESIDENTIAL SOLAR ELECTRIC SYSTEM
18 OR RESIDENTIAL BATTERY ENERGY STORAGE SYSTEM THAT ARE PROVIDED
19 IN THE STATE SHALL NOT INCLUDE THE NAMES, LOGOS, PICTURES, OR
20 OTHER INDICIA OF A PUBLIC UTILITY, COOPERATIVE ELECTRIC ASSOCIATION
21 FORMED PURSUANT TO ARTICLE 9.5 OF TITLE 40, OR MUNICIPAL UTILITY,
22 UNLESS A SALESPERSON HAS RECEIVED AUTHORIZATION TO DO SO FROM
23 THE RELEVANT UTILITY OR IS OTHERWISE COMPLYING WITH FEDERAL FAIR
24 USE LAWS.

25 (b) FOR THE PURPOSES OF THIS SUBSECTION (1), WRITTEN OR
26 DIGITAL SALES MATERIALS INCLUDE ONLINE SALES BANNERS,
27 CLICK-THROUGH BANNERS, SOCIAL MEDIA ADVERTISEMENTS, AND OTHER

1 MATERIALS THAT COULD GENERATE A SALE OR SALE LEAD OF A
2 RESIDENTIAL SOLAR ELECTRIC SYSTEM OR RESIDENTIAL BATTERY ENERGY
3 STORAGE SYSTEM OVER THE INTERNET.

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

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

11 **6-1-1808. Record retention and consumer privacy.** (1) A
12 SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR
13 SALES COMPANY SHALL RETAIN A COPY OF EACH SIGNED AGREEMENT FOR
14 A PERIOD OF NOT LESS THAN FOUR YEARS AFTER THE DATE OF
15 CONSUMMATION.

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

19 **6-1-1809. Welcome calls - information provided to consumer.**

20 (1) ON OR AFTER THE DATE OF CONSUMMATION OF AN AGREEMENT, A
21 SOLAR SALES COMPANY OR A DESIGNATED REPRESENTATIVE OF THE SOLAR
22 SALES COMPANY SHALL CONDUCT A WELCOME CALL WITH THE NEW
23 CONSUMER, IN THE LANGUAGE USED DURING THE SALES PRESENTATION.
24 THE WELCOME CALL MUST BE RECORDED AND MAY BE CONDUCTED IN
25 PERSON, TELEPHONICALLY, THROUGH VIDEO CONFERENCE, OR THROUGH
26 OTHER MEANS THAT ALLOW THE CONSUMER TO HEAR AND INTERACT WITH
27 THE INDIVIDUAL CONDUCTING THE WELCOME CALL.

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

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

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

6 (c) 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 ENERGY
9 STORAGE SYSTEM TO BE INSTALLED, IF APPLICABLE, INCLUDING CAPACITY,
10 EXPRESSED IN KILOWATT-HOURS; AND A STATEMENT THAT A RESIDENTIAL
11 SOLAR ELECTRIC SYSTEM WILL NOT PROVIDE BACKUP POWER WITHOUT
12 BEING PAIRED WITH AN ENERGY STORAGE SYSTEM;

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

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

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

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

22 (3) THE CONSUMER'S CANCELLATION PERIOD IS TOLLED UNTIL THE
23 WELCOME CALL IS CONDUCTED.

24 (4) (a) THE RECORDING OF THE WELCOME CALL MUST CAPTURE
25 THE CONSUMER ACKNOWLEDGING THE DISCLOSURES OR EACH DISCLOSURE
26 INDIVIDUALLY.

27 (b) THE SOLAR SALES COMPANY SHALL RETAIN THE RECORDING

1 FOR AT LEAST TWO YEARS AFTER THE DATE THE WELCOME CALL IS
2 CONDUCTED.

3 **6-1-1810. Warranties and maintenance.** (1) A SOLAR SALES
4 COMPANY SHALL PROVIDE A WARRANTY AGAINST ROOF DAMAGE AND
5 WATER INFILTRATION AT EACH ROOFING PENETRATION MADE DURING THE
6 INSTALLATION OF A RESIDENTIAL SOLAR ELECTRIC SYSTEM, WHICH
7 WARRANTY MUST LAST FOR AT LEAST FOUR YEARS AFTER THE
8 COMPLETION OF THE INSTALLATION.

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

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

21 **6-1-1811. Enforcement.** (1) A PERSON THAT, IN THE COURSE OF
22 THE PERSON'S BUSINESS, VIOLATES THIS PART 18 COMMITS A DECEPTIVE
23 TRADE PRACTICE PURSUANT TO SECTION 6-1-105.

24 (2) A VIOLATION OF THIS PART 18 IS ENFORCEABLE PURSUANT TO
25 SECTIONS 6-1-109 TO 6-1-114.

26 **6-1-1812. Investor-owned utility disclosures and oversight of**
27 **available customer incentives.** (1) AN INVESTOR-OWNED UTILITY THAT

1 SERVES MORE THAN FIVE HUNDRED THOUSAND CUSTOMERS THAT OFFERS
2 FINANCIAL INCENTIVES FOR RESIDENTIAL SOLAR ELECTRIC SYSTEMS OR
3 RESIDENTIAL BATTERY ENERGY STORAGE SYSTEMS SHALL CLEARLY AND
4 PROMINENTLY PROVIDE THE FOLLOWING INFORMATION ON THE UTILITY'S
5 WEBSITE:

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

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

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

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

17 **6-1-105. Unfair or deceptive trade practices - definitions.**

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

20 (iiii) VIOLATES PART 18 OF THIS ARTICLE 1.

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

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