**Template: Contract and Disclosure
Checklist for Residential Participants**

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.

**INSTRUCTIONS:**

Project Managers must use this participation contract template with all residential Participants. A different version of this contract template is available and required for low-income Participants. Project Managers may opt to use this contract template with non-residential Participants.

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this contract template.

The basic formatting of this contract template must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired.

* Text in plain font in this template is unalterable.
* Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
* Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
* Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
* Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This Contract and Disclosure Checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at [oregoncsp.org.](http://www.oregoncsp.org/)

**Oregon Community Solar Program Contract
and Disclosure Checklist**

The first few pages of this contract document are referred to as a Disclosure Checklist. This Disclosure Checklist describes key information about your **{subscription} OR {ownership interest}** in a community solar project. The checklist lists key contract terms that Project Managers are required to disclose to you. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed.

Read this Disclosure Checklist and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at [oregoncsp.org](http://www.oregoncsp.org).

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

**Questions or concerns?**

Contact your Project Manager by calling **[PROJECT MANAGER CUSTOMER SERVICE NUMBER]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]** or writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]**.

|  |
| --- |
| **Disclosure Checklist** |
| **PARTICIPANT INFORMATION** | **PROJECT MANAGER INFORMATION** |
| Name: **[NAME]**Site Address: **[SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION]**Phone: [**PHONE] □ cell □ home**Email address: **[EMAIL]**Utility: **{PGE, PAC OR IDP}**Account Number: **[UTILITY ACCOUNT #]**Preferred method of contact for notifications:**□ phone □ email □ mail □ text** | Project Manager: **[PROJECT MANAGER BUSINESS NAME]**Address: **[BUSINESS ADDRESS]**Phone: **[CUSTOMER SERVICE PHONE]**Email: **[CUSTOMER SERVICE EMAIL]**Form prepared by: **[FIRST AND LAST NAME AND, IF AN AGENT OF PROJECT MANAGER, BUSINESS NAME]****{Website: [WEBSITE IF AVAILABLE]}** |
| **COMMUNITY SOLAR PROJECT INFORMATION**  |
| Project Name: **[LIST PROJECT NAME]** Project location(s): **[list addresses of all systems THAT ARE part of this project]**Estimated total size of the project is **[KW]** kW-AC Estimated total production of the project in the first year: **[KWH]** kWhEstimated annual decrease in the production of the project due to aging: **[degredation]** % per year**{Estimated}** date the project **{will begin} OR {started}** operation: **[MM/DD/YYYY]**Estimated project lifetime: **[LIFE IN YEARS]** years |
| **YOUR SUBSCRIPTION** |
| You **{own} OR {lease}** part of the Project for the term of the Contract (your **“Subscription”**). Size of your Subscription: **[KW]** kW-ACEstimated production of your Subscription in the first year: **[KWH]** kWhEstimated total production of your Subscription over the term of the contract: **[KWH]** kWh |
| **ONGOING PARTICIPATION PAYMENTS** | **UP-FRONT PAYMENTS** |
| *Write “Does not apply” if there are no ongoing payments.***{Price per kWh generated: [KWH RATE] /kWh****Your payment each month will be this price multiplied by the amount of electricity generated by your Subscription}****OR****{Fixed monthly payments of $[MONTHLY PRICE]}****OR****{*Describe monthly amount and factors that determine that payment*}**Your first monthly payment is due on **{MONTH OR the first billing month after the Project begins operating}.**Your **{Price per kWh OR monthly payment}** will **{remain the same for the term of this Contract OR increase each year by [ANNUAL INCREASE]%}.**These payments will be collected **{on your utility bill} OR {*describe approved alternative collection method}.*** | *Write “Does not apply” if there are no up-front payments.*Amount due at **{[DATE]} OR {*milestone*}**: $**[$]*****{Add lines as necessary to identity additional payments}*** |
| **TERM** | **FEES AND OTHER CHARGES** |
| The initial term of your Contract is **[YEARS]** years **{and [MONTHS] months}.** | If you cancel your Contract early, you **{will** **not be charged a fee } OR {will be charged a fee of $[FEE]}**.A Program Fee of $**[PROGRAM FEE]**/kW will be deducted from your Bill Credit every month (Program Fee levels may be updated on an annual basis by the Oregon Public Utility Commission).*List all other fees/charges and their amounts, including: subscription transfer fees, late payment fees and all other fees or charges that may apply. If a fee is $0, it does not need to be listed here.*  |
| **BILL CREDIT** |
| Your utility will provide you with bill credits for the electricity generated by your Subscription.Participants of this project will receive a Bill Credit Rate of $**[BILL CREDIT RATE]**/kWh.In the first year of the operation of this project, your Subscription may generate a total Bill Credit of $**[ BILL CREDIT RATE x** [ESTIMATED FIRST YEAR PRODUCTION IN KWH](#EstYR1Generation)**]**. The actual amount of your Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the system over time. |
| **FINANCIAL SAVINGS GUARANTEE** |
| **{This Contract does not guarantee savings.} OR {This Contract guarantees [*describe savings guarantee*], as detailed in your Contract.}**  |
| **CHECKLIST OF CONTRACT TERMS**This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Checking off items on this checklist is recommended but not required. |
| Image result for checkmark | **Contract Item** | **Page Number** | **Section Number** |
| **□** | One-time and ongoing participation costs |  |  |
| **□** | Benefits or savings from participation |  |  |
| **□** | Schedule of fees and credits for each year of your contract term |  |  |
| **□** | Length of your contract and options at the end of the term |  |  |
| **□** | Process and fee for cancelling your Subscription early |  |  |
| **□** | Ability and cost to transfer your Subscription to another customer |  |  |
| **□** | What happens if you move |  |  |
| **□** | The process and cost for changing the size of your Subscription |  |  |
| **□** | Explanation of renewable energy credits |  |  |
| **□** | How disputes are resolved |  |  |
| **□** | Your three-day right to cancel the contract |  |  |
| **□** | Data privacy and security  |  |  |
| **□** | Release of your electric utility information |  |  |
| **□** | How you will be notified about the status of the Community Solar Project |  |  |
| **□** | Warrantees and performance guarantees |  |  |
| **□** | What happens if the Community Solar Project goes offline or stops operating  |  |  |

By initialing, you acknowledge that you have received and reviewed this Disclosure Checklist, and that the person signing has full authority to enter into this agreement on behalf of all name account holders for the Account Number identified in this agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Participant Initials | Date | Project Manager Representative Initials  | Date |

**Oregon Community Solar Program
Subscription Contract**

|  |
| --- |
| Please read these terms and conditions carefully. If both the person or entity interested in subscribing to a community solar project in Oregon (then referred to as the “Participant” or “you”) and the entity that manages and operates that solar project (referred to as the “Project Manager”) sign this document, then it becomes valid, enforceable, and legally binding contract between you and the Project Manager.  |

This Oregon Community Solar Program Subscription Contract (“Contract”) is entered into on **[DATE]** by, you, **[PARTICIPANT NAME]** and **[PROJECT MANAGER**]. You are a customer of **[UTILITY]** eligible to participate in the Oregon Community Solar Program in the way provided in this Contract. Project Manager is a(n) **[DESCRIPTION OF LEGAL ENTITY**]. Together you and the Project Manager may be referred to as the Parties.

**TERMS**

1. **Incorporation of Disclosure Checklist**

The Disclosure Checklist immediately preceding this Contract contains important information, particular to you, about your participation as a Participant in Oregon Community Solar Program. This Disclosure Checklist is part of this Contract.

1. **Costs, Risks, and Benefits of Participation in the Oregon Community Solar Program**

*Provide an estimate of the generation of the Project and the Participant’s Subscription, and include a disclosure that generation is subject to variability.*

*Describe the Bill Credit Rate assigned to the project and how the Participant’s total monthly and annual Bill Credit amount will be determined.*

*Describe all one-time and ongoing fees, including but not limited to Subscription Fees, Program Fees, early termination fees, subscription transfer fees and late payment fees. Describe the off-bill method that the Project Manager will use to collect these fees.*

*Describe how the Project Manager handles late or unpaid Subscription Fees and collections, and the consequences of late or unpaid fees.*

*If any participation payments are collected up-front or off-bill, describe the method and timing of this payment collection by the Project Manager.*

*Include a schedule that shows, at minimum, for each year of the term of the agreement: the Subscription fee that will be charged; the Bill Credit rate ($/kWh); the Program Fee ($/kW-AC); the expected annual production of the Subscription (kWh); and a calculation of the expected yearly net benefit or cost. If the contract term is more than 10 years, add additional lines. If there are upfront payments, a Year 0 should be included to denote this. The values shown in gray text are examples provided to help illustrate the proper use of the schedule and should be replaced with actual values for the Subscription. The example values do not reflect actual Bill Credit rates or Program Administration fees.*

Example of a schedule:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Year* | *Estimated Yearly Savings (+) or Cost (-)* | *Estimated Yearly Production (kWh/yr)* | *Subscription Fee* | *Bill Credit ($/kWh)* | Program Fee *($/kW-AC per month)* |
| *1* | *$54.00*  | *3,600* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *2* | *$53.50*  | *3,580* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *3* | *$53.00*  | *3,560* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *4* | *$52.50*  | *3,540* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *5* | *$52.00*  | *3,520* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *6* | *$51.50*  | *3,500* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *7* | *$51.00*  | *3,480* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *8* | *$50.50*  | *3,460* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *9* | *$50.00*  | *3,440* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |
| *10* | *$49.50*  | *3,420* | *-$0.085/kWh* | *$0.110/kWh* | *-$1.00/kW-month* |

Bill Credit: The Bill Credit is the amount in dollars that Participants receive from their electric utility for the electricity generated by their Subscription. The Bill Credit Rate is the value used to calculate a Participant’s Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.

Donation of Excess Generation: If your Subscription produces excess generation over the course of an annual billing cycle (reconciled annually in April), the excess generation will be donated to the low-income programs of your utility. If you previously received bill credits for excess generation, the oversubscription balance will be recovered as an added charge on at the end of the annual billing cycle.

Program Fee: Program fees include both a Program Administration Fee and a Utility Administration Fee and may be updated on an annual basis by the Oregon Public Utilities Commission. The financial schedule above is based on current fee levels.

1. **Length of Contract**

*Must be at least ten years.*

*Must explain the Participant’s options at the end of the contract term.*

If your contract is not extended, any remaining bill credit balance on your account at the end of the contract term will remain attached to your account and be credited towards subsequent monthly bill or donated at the end of an annual billing cycle as normal.

1. **What Happens If You Move**

*Participants must be allowed retain their Subscription if they relocate within their utility service territory.*

*Project Managers may not charge a fee if a Participant relocates and there is no change to the size of their Subscription. Project Managers must disclose any fees associated with changing the size of a Subscription if a Participant needs to do so as a result of a relocation,* *and explain how these fees will be collected by the Project Manager off-bill.*

*Clear terms and instructions for relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant’s new site uses less electricity annually than the Subscription generates.*

1. **How to Transfer Your Subscription to Another Utility Customer**

*Project Manager must allow Participants to transfer their Subscription to another eligible customer of their choosing that meets all the terms and conditions of this contract. Clear instructions for requesting a transfer must be provided.*

*The fee and off-bill method of fee collection by the Project Manager for transferring a Subscription to another eligible customer must be disclosed. If there is not a fee for an eligible transfer, this should be stated. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed.*

*A contract transfer fee for residential Participants may not exceed 20 percent of the gross estimated annual Bill Credit value for the Participant, if the transferee is eligible to assume the Subscription with no modifications, and the Participant provides at least three weeks’ notice to their Project Manager.*

1. **Instructions and Fees for Ending this Contract**

*Clear instructions for terminating a Subscription before the end of the contract term must be provided.*

*The fee for terminating the Subscription prior to the end of the term must be disclosed,* *and the Project Manager’s off-bill method of collecting this fee must be described. The Participant’s ability to recoup any up-front payments upon early termination of the contract must also be disclosed. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed. If there is no fee for an early termination, this should be stated.*

*Early termination fees for residential Participants may not exceed 50 percent of the of the gross estimated annual Bill Credit value of the Subscription, if reasonable notice is provided. The Project Manager must describe what constitutes reasonable notice.*

*Any fees and Subscription cost recovery options in the event of termination of the contract due to a force majeure on the part of the Participant or the Project Manager must also be disclosed. A plain language description of force majeure must be provided, and the following is suggested: “Force Majeure refers to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager or Participant from fulfilling its obligation under this Contract.”*

Either you or the Project Manager may terminate this Contract if the other party breaches a material obligation under the contract and fails to cure the breach within 30 days of being notified by the non-breaching party.

You will forfeit any bill credit balance tied to your account if your contract is terminated early.

1. **Non-Payment and Utility Disconnection**

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment is considered a breach of this contract that may result in termination as described above in section 6.

*Clear instructions for the off-bill recovery of any unpaid off-bill charges, as well as the off-bill collection of any penalties for non-payment of on-bill charges.*

If your electricity service is temporarily disconnected due to non-payment or any other reason, your participation payments and bill credits will accrue during the time you are disconnected. When your utility service resumes, your next bill will include both participation payments and bill credits reflecting the solar generation that occurred while you were disconnected.

Non-payment of your bill due to disconnection is considered a breach of contract, and your Project Manager may terminate this Contract according to the process outlined above in section 6. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately.

*Explain any associated penalties related to utility disconnection, as well as the treatment and recovery of any off-bill subscription charges.*

1. **Instructions and Fees for Changing the Size of Your Subscription**

*Explain the circumstances under which a Participant may change the size of their Subscription and disclose any associated fees and how the Project Manager will collect those fees off-bill.*

*Describe the process for requesting a change in Subscription size.*

1. **Renewable Energy Credits**

Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the property rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy.

Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

You own the RECs and the environmental, economic, and social benefits associated with megawatt hours of electricity generated by your Subscription. You may not sell or transfer these RECs, except as part of the transfer or reassignment of your Subscription to another customer.

*If the project is less than 360 kW and is granted a waiver from the requirement to register with the Western Renewable Energy Generation Information System (WREGIS), then the Project Manager must also include the following language in the contract:*

***{“The Western Renewable Energy Generation Information System (WREGIS) is the independent, renewable energy tracking system for this region. This Project has received a waiver from the requirement to register with WREGIS. As a result, this Project will not certify or retire renewable energy certificates on your behalf.”}***

1. **Impacts on Customers Electing Equal Utility Bill Payments**

Adding a Community Solar subscription to a utility account that also has an equal payment plan will cause the amount on a customer’s bill to be different each month. Utilities are able to provide customers with an equal pay amount for electric service through these offerings, but are not able to do the same with Community Solar Program bill credits, subscription charges, and program fees. For utility accounts with an equal payment plan that also participate in the Community Solar Program, total monthly bill amounts will increase or decrease based on the amount of solar power generated by month.

1. **Data Privacy and Security**

*Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described Project Manager Data Security Requirements section of the Code of Conduct.*

1. **The Responsibilities of the Program Administrator, [UTILITY] and the Oregon Public Utility Commission**
	1. Program Administrator: The Oregon Community Solar Program Administrator, a company called Energy Solutions, and its subcontractors are responsible for implementation and management of the day-to-day operation of the Community Solar Program, including reviewing projects, calculating bill credits and coordinating monthly bill crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring Project Managers’ compliance with Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Community Solar Program.
	2. [**UTILITY**]: With consent from the Participant, the Participant’s utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Program Administrator (for distribution to the Project Manager) and collecting fees to fund Program Administration.
	3. Oregon Public Utility Commission: The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Program, and anything else determined by the Commission.
2. **Notifications about Project Status and Performance**

*If a Project is not operational at the time the Participant enters into the contract, the Project Manager must: a) provide the estimated Commercial Operation date, b) indicate the frequency and method by which they will notify the Participant about the status of the Project, and c) explain the Participant’s options if the Commercial Operation date is delayed by more than a year, including remedies and refunds that would apply under this circumstance. The Project Manager must also clearly disclose that the Participant will not receive Bill Credits until after the Project is operational.*

*If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of the recurring updates.*

*Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project become operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).*

*Project Manager must give Participants advance notice if the Project will be offline for a planned outage for more than three days and include an estimated date by which the Project will resume operation. If there is an unplanned outage of more than three days, the Project Manager must notify the Participant promptly and include an estimated date by which the Project will resume operation. Notice must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).*

*Project Managers must commit to take all commercially reasonable steps necessary to construct, interconnect, maintain and repair the Project and associated equipment to ensure the Project produces electricity substantially as intended for the term of the agreement.*

*Project Managers must assume all responsibility, liability and costs for the ongoing operations, maintenance, or repair of the Project. No extra fees for repair or maintenance may be passed on to the Participant.*

*If the Project is terminated for any reason, before or after achieving commercial operation, the Project Manager must notify the Participant by mail within two weeks of the decision to terminate. The notice must describe the Participant’s options, rights and remedies under this contract, including the refundability of any up-front payments.*

*Disclose and describe any guarantees of performance.*

1. **Dispute Resolution**

If you have questions, require information or wish to make a complaint, contact **[PROJECT MANAGER BUSINESS NAME]** by calling **[PROJECT MANAGER CUSTOMER SERVICE PHONE]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]**, writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]** or following the instructions at **[PROJECT MANAGER WEBSITE]**.

If you have inquiries or complaints that the Project Manager is unable to resolve, you should contact the Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org.

*The Project Manager’s dispute resolution process must be clearly described.*

*The Project Manager’s dispute resolution process and any other provisions of the Contract may not:*

* + *require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations;*
	+ *waive the Participants’ redress rights under Oregon or federal law;*
	+ *give up the Participants’ ability to seek punitive damages; or*
	+ *require Participants to pay fees and costs beyond what Oregon state and federal courts would require.*
1. **The Project Manager May Sell this Contract**

You are advised that the Project Manager may assign, sell, or otherwise transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify you in advance of the change.

1. **Three-Day Right to Cancel**

You have the right to cancel this Contract and receive a full refund on any deposits or payments if you make the request within three business days (Monday through Friday, excluding federal holidays) of signing the Contract.

1. **Consent to Access and Use Your Energy Information**

You authorize **[UTILITY]** to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the term of your Contract. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the Community Solar Program and to perform monthly billing and crediting for your Subscription.

1. **Subscription Information Release**

You agree that the Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

1. **Additional Provisions**

*Contracts may impose additional requirements on Participants, provided those requirements do not discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status or source of income.*

**SIGNATURES:**

|  |  |  |
| --- | --- | --- |
| **PARTICIPANT** |  | **PROJECT MANAGER** |
| Signature: |  |  | Signature: |  |
| Print name: |  |  | Print name: |  |
| Date: |  |  | Title: |  |
|  |  |  | Business: |  |
|  |  |  | Date: |  |