



CONSUMER ACKNOWLEDGEMENT

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

Adherence A.R.S. § to [44-1763](#)

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

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

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

I, CONSUMER:

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

Consumer Signature: _____

Consumer Printed Name: _____

Address: _____

City/State/Zip: _____

APS Account #: _____

Date: _____

TABLE 1.

A.R.S § 44-1763 Distributed Energy Generation System Agreements & Disclosures

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

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

<ul style="list-style-type: none">• No blank spaces affecting the timing, value or obligations of the agreement at the time of installation. Any signed agreement containing blank spaces affecting timing, value of or material obligations is voidable by the buyer/lessee up to the point of installation.
<ul style="list-style-type: none">• At least ten-point type
<ul style="list-style-type: none">• The right to rescind the agreement for a period of not less than three (3) business days after the agreement is signed by the buyer or lessee and before the distributed energy generation system is installed.
<ul style="list-style-type: none">• A description of the make and model of the System's major components, or a guarantee of the energy production that the System will provide over the life of the agreement.
<ul style="list-style-type: none">• For purchases, a breakdown of the following (if applicable):<ul style="list-style-type: none">o Total purchase price or cost over the lifetime of the agreemento Any interest, installation fee, document preparation fees, service fees or other costs to be paid
<ul style="list-style-type: none">• For financed or leased Systems, a breakdown of the following (if applicable):<ul style="list-style-type: none">o Total cost over the lifetime of the agreemento Any interest, installation fee, document preparation fees, services or other costso Total number of paymentso Payment frequencyo The amount of each paymento Payment due date
<ul style="list-style-type: none">• The current and applicable tax incentives, rebates or other state or federal incentives, and any conditions or requirements needed to obtain these incentives.
<ul style="list-style-type: none">• The current tax obligations, including the assessed value and property tax assessments, as applicable and calculated in the year the agreement was signed, transaction privilege taxes, and any obligations for transfer tax credits or tax incentives.
<ul style="list-style-type: none">• Whether warranty or maintenance obligations may be sold to or transferred to a 3rd-party.
<ul style="list-style-type: none">• A written warranty statement that includes responsibilities assumed or disclaimed and performance data of the System and components.
<ul style="list-style-type: none">• Any restrictions on the ability to modify or transfer ownership of the System, including whether any modification or transfer is subject to review or approval by a third party, and such third party's full contact information
<ul style="list-style-type: none">• Any third-party review requirements in the event of a modification or transfer of ownership of the real property to which the System is or will be affixed, including such third-party's name, address and telephone number .
<ul style="list-style-type: none">• A full and accurate summary of the total costs of the maintaining and operating the system over the life of the agreement including, financing, operating, maintenance and construction costs of the System.
<ul style="list-style-type: none">• The contact information of the entity that may assume the obligation of maintenance, or warranty, should it be transferred.

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| <ul style="list-style-type: none">• If the agreement contains an estimate of future utility charges based on projected utility rates, buyer/lessee must be provided an estimate of future utility charges as impacted by potential utility rates changes ranging from at least a five percent annual decrease to a five percent increase applied to the duration of the agreement in one percent increments. Any comparative estimates must be calculated by applying the entire rate change range to the duration of the agreement. |
| <ul style="list-style-type: none">• A statement that: "Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action." |