

# **Standard Disclosure Form**

# **Distributed Generation PV System Lease Option**

# **Before You Sign A Binding Contract**

The proposed agreement described in this disclosure represents the terms for **leasing a photovoltaic (PV) system** that will be installed on your property. Another party will own the system. Because you will not own the PV system you are leasing, you are not eligible to take the federal income tax credit for PV system owners.

The purpose of this form is to provide you with clear and accurate information about the terms of your lease, but this form is not a substitute for your contract. Do not rely exclusively on this form for your lease agreement. You should read your lease agreement closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure at least seven days before signing your lease agreement. You may want to discuss the information presented here with an accountant or financial professional during those seven days. You will have another seven days after signing the lease contract to terminate that contract.

Installation site information	Customer Contact information	
Site Owner Name	Name	
Street	Street	
Apartment/Suite	Apartment/Suite	
City	City	
State	State	
ZIP	Zip	
Phone	Phone	
Email	Email	
Electric Utility		
Number of Units		
in Building		

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at info@IllinoisSFA.com or via phone at 1-888-970-ISFA (4732).



Seller	Approved Vendor	Approved Vendor			
Name	Name				
Street	Street				
Apartment/Suite	Apartment/Suite				
City	City				
State	State				
ZIP	Zip				
Phone	Phone				
Email	Email				

# **Financial Summary**

The following is a summary of important financial information you need to know about the PV system your Seller has designed for you. More detailed information about the system design, costs, and savings can be found further in this form.

#### SYSTEM SIZE

		Any system size variations once submitted for approval that is
		plus or minus more than 5% of the specifications listed here will
kW DC	kW AC	require completion and submission of a new Disclosure Form. The
		Disclosure Form should exactly match the contract.

#### SUMMARY OF COSTS AND SAVINGS

**Estimated Monthly Savings** 

Estimated Monthly Savings	\$	you will see monthly in dollars.		
Upfront Costs	\$0	The amount you pay upfront, before the PV system starts producing energy is always \$0.		
First Year Costs	\$	The estimated total costs and fees you pay over the first year of the contract.		
First Year Energy Produced	kWh	The estimated amount of energy in kilowatt hours your system will produce in the first year.		
First Year Energy Value	\$	The estimated amount of value in dollars your system will generate in the first year.		
First Year Energy Value Savings Dollars	\$	The estimated amount of total savings you will see in the first year in dollars. This is calculated by subtracting the first-year costs from the energy value produced.		

The estimated average amount of total savings



First Year Energy Value Savings Percent	%	in the first year as a percent. The total value of the energy your system produces divided by your Energy Value Savings must be at least 50%.		
25-Year Costs	\$	The estimated total costs and fees you pay over 25 years (the life of the PV system).		
25-Year Energy Produced	kWh	The estimated number of kilowatt hours produced by your system over 25 years.		
25-Year Energy Value	\$	The estimated amount of value in dollars your system will earn you over 25 years.		
25-Year Energy Value Savings Dollars	\$	The estimated amount of total savings you will see over 25 years in dollars. This is calculated by subtracting 25-year costs from the 25-year costs energy value produced and must be at least 50%.		
25-Year Energy Value Savings Percent	%	The estimated amount of total savings you will see over 25 years as a percent. The total value of the energy your system produces divided by your Energy Value Savings must be at least 50%.		

The estimated amount of total savings you will see

## What Is Illinois Solar for All?

The Illinois Solar for All program provides incentives that help make solar power more affordable to low-income households, non-profit organizations, and public facilities across the state. The Illinois Solar for All program is made possible by Public Act 99-0906 (also known as the Future Energy Jobs Act), and is administered by Elevate Energy on behalf of the Illinois Power Agency ("IPA").



# **How Much Will A PV System/Electricity Cost?**

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity, and 3) the terms of your contract. Please read this Disclosure Form carefully to better understand all potential costs and values before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details are outlined in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings with all contracts, as well as important consumer protections.

## **Important Solar Power Concepts**

#### RENEWABLE ENERGY CREDITS

Renewable Energy Credits ("RECs") are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy. System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by allowing system owners to sell RECs and requires that those incentive dollars are used to pass savings on to participants. The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated			
The estimated total number of			
RECs generated over 15 years.			

Value per REC	:
\$	
The fixed price pa	id
for each REC sold	

Total REC Value
\$
The estimated value of all RECs
generated over 15 years.

#### **NET METERING**

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.



#### INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized.

The interconnection rules may vary based on location and utility service territory. Links to interconnection information are provided below for three Illinois electric utilities:

- Ameren Illinois: <u>Ameren.com/Illinois/Residential/Supply-choice/Renewables/Distributed-generation</u>
- Commonwealth Edison Company:
   ComEd.com/MyAccount/MyService/Pages/SmallerGenerators.aspx
- MidAmerican Energy Company: <u>MidAmericanEnergy.com/customer-generation.aspx</u>

If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

- This is who will submit the interconnection application on your behalf: [
- This is who will submit the net metering application on your behalf:

## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.



# Your Approved Vendor and Other Companies Working on Your PV System Installation

The following businesses will play a role in installing and maintaining your PV system. The businesses listed are independent and are not representing, endorsed by, or acting on behalf of a utility, a consumer group, or a governmental body.

Approved Vendor:	
Name	The company responsible for
Street	ensuring your system is
Apartment/Suite	installed and meets the
City	requirements of Illinois Solar
State	for All. The company that
ZIP	qualifies to sell the RECs and
Phone	receive the incentives on the
Email	system owner's behalf.
Seller:	
Name	
Street	The company that designs
Apartment/Suite	and sells you your system,
City	and that you sign a contract
State	with. This is often, but not
ZIP	always the Approved
Phone	Vendor.
Email	
System Installer:	
Name	
Street	The company recognition for
Apartment/Suite	The company responsible for ensuring your system is
City	installed and meets the
State	installation requirements of
ZIP	Illinois Solar for All.
Phone	
Email	

Your lease may be assigned, sold, or transferred by the lessor to a third party who will be bound by the terms of your contract. You will be notified if such a transfer occurs and this will change the address or phone number to use for questions, payments, maintenance, or repair requests.



If the system Installer is not known at this time, one of the following will be selected to install your system:

•	
1st Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	requirements of Illinois Solar
Email	for All.
2nd Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	requirements of Illinois Solar
Email	for All.
3rd Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	requirements of Illinois Solar
Email	for All.
Basinas Bussidan	
Maintenance Provider:	Long term maintanance of
Name	Long-term maintenance of your system may be
Street Apartment/Suite	provided by the Installer or a
Apartment/Suite	separate company. See the
City	details below to see if
State	maintenance is included, the
ZIP	period the system is
Phone	maintained, and any
Email	·
	associated costs.



# **The Terms of Your Lease Agreement**

You have selected to <b>lease</b> the PV	system and	l will pay for yo	ur sy	stem in regular payments for a
pre-determined length of contract	of <b>no less</b>	than 15 years.	The l	ease agreement proposed for
you requires that you pay \$[  ]	every [	for a total of		payments, plus any additional
fees liste <mark>d belo</mark> w. Your payment w	ill increase	annually: □ Ye	S □	No. If yes, your payments will
increase <mark>[ ]%</mark> each year. You will	not be cha	rged any costs	or fe	es until your system is
energized and you begin to see cr	edits on you	ur electricity bi	ll. Th	e following tables include
important information about the t	terms of you	ur lease agreen	nent,	along with projected costs and
savings.				

Terms of the Lease				
Upfront costs	\$0	The amount you are required to pay before you start receiving energy from the installed PV system. <b>This is always \$0.</b>		
Length of contract	[] years [] months	The length of time you are required to make lease payments. This is always a minimum of 15 years.		
Payment Amount	\$	The dollar amount of each lease payment.		
Frequency of lease payments	Every [ ] for [ ] payments	How often you make lease payments. For example, you may be required to pay monthly.		
Payment increases <sup>1</sup>	□ Yes □ No	The rate at which your payments will increase annually, if at all. Payments will increase by [ ] % every year.		
First payment due		The date when your first payment is due. For example, 30 days after the system is energized.		
Final payment due		The date when your last payment is due. For example, 180 months or 15 years after the first lease payment is due.		
Contingent on Illinois Solar for All	□ Yes □ No	Is this agreement contingent on the project being selected by the Illinois Solar for All program?		

<sup>&</sup>lt;sup>1</sup> Many lease contracts increase a lessee's payments on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial lease payment rate, but also to the increases added annually. The savings calculated for you in this Disclosure Form account for all these increases to give you a clear estimate of all your costs and savings over time. Your annual costs cannot increase more than the rate at which energy costs are projected to increase or no more than 2.5%.



# The Costs and Fees Associated with Your Lease Agreement

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the lease. Some services may not have associated fees. Some costs or fees may or may not be included in your lease payments, and therefore may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees				_
System cost	Are you charged these fees?	Are these fees included in your regular payment?	\$	The total cost of the system, including design, components and equipment and installation is always included in your payment.
System warranty fee	Are you charged these fees?		\$0	The cost of the warranty for your system is always \$0 and included in your payments. See the details below of the terms of this warranty.
System maintenance fee	Are you charged these fees?		\$0	The cost of the long-term maintenance of your system is always \$0 and included in your payments. See the details below of the terms of this maintenance.
Document preparation fees	Are you charged these fees?	Are these fees included in your regular payment?	\$	Any administrative costs associated with originating the lease agreement.
Internet non- connection fee	Are you charged these fees?	Are these fees included in your regular payment?	\$	If you do not maintain a high- speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the lessor to cover the cost of such a connection.
Estimated system removal fee	Are you charged these fees?	Are these fees included in your regular payment?  Yes	\$0	The estimated cost to remove the system equipment when it has reached the end of its useful life is always \$0. See below for end of life options.



Automated clearinghouse fee	Are you charged these fees?	Are these fees included in your regular payment?		\$ You may be required to enroll in a program in which your lease payments are made through an electronic transfer of funds cleared through an automated clearinghouse and there may be a fee associated with enrolling.
Uniform Commercial Code Notice Removal and Re-filing fee	Are you charged these fees?	Are these fees included in your regular payment?		\$ A filing fee to protect the Seller's equipment. <sup>2</sup>
Anu other food				
Any other fees:				
Description	l Included i	n \$		

rany other rees.			
Description	Included in lease payment:	\$	
Description	Included in lease payment:	\$	
Description	Included in lease payment:	\$	
	•	•	
Financial Foos	·	·	

Financial Fees:			
Returned checks fee	Are you charged these fees?	Are these fees included in your regular payment?	\$ The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee	Are you charged these fees?	Are these fees included in your regular payment?	If a payment is made more than days after due date, you will be charged \$[] OR late payments accrue interest at []% annually. These fees are not included in your lease payment.

<sup>&</sup>lt;sup>2</sup> Some PV system Sellers will file a Uniform Commercial Code-1 filing statement, often referred to as a "fixture filing" or a "UCC-1 filing," which allows them to legally take possession of the system if you breach your contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the value of the real estate equipped with the PV system.



Early termination fee	Are you charged these fees?	Are these fees included in your regular payment?	If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way: []. This fee is not included in your lease payment.
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Your lease payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the lease payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings. Below is an estimate of savings over 25 years.

## **Your Estimated 25-Year Savings**

The following estimates provide an indication of projected savings over the 25-year anticipated life of the PV system. The variation in savings is based on different assumptions of how much energy costs will increase over this time. These are represented as a range using Low, Average, and High energy escalation rates in the table below. Note that the average PV systems will produce energy for 25 years, although at decreasing efficiency over time. Total lifetime savings may vary depending on maintenance of the system and when the system is removed.

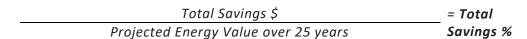
Current 2019		
Average	\$0.1248	Per Kilowatt Hour
Residential Energy	<b>30.124</b> 6	Per Kilowatt Hour
Rate used:		

	Energy Escalation	Total estimated 25-Year Savings
	Rate	to Customer from Solar Energy
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

• The formula used for determining **Total Savings** is calculated by subtracting *Total Costs* and Fees over 25 years from the Projected Energy Value over 25 years.

Projected 25-year Energy Value - Total Costs and Fees over 25 years = Total Savings \$

• The Savings Percent is based on dividing the *Projected Energy Value over 25 years* by the Total Savings over the same period.





**Total Costs and Fees** are calculated by multiplying your total payments by the frequency of payments over the entire period of the lease agreement (may be less than 25 years) and multiplying that by any annual cost increases. To this is added any additional, non-recurring fees. Financial penalties, late fees or returned check fees, are not included in the formula. There may also be an additional fee for purchasing the system when the lease has completed before 25 years.

(Payment Amount x Annual Costs Increase Rate x Number of Payments) + Additional Nonrecurring Fees = **Total Cost** 

 The Projected Energy Value is determined by multiplying the first year's projected energy output in kilowatt hours (kWh) by 25 years, then multiplying that by the projected cost of energy for each of 25 years. The cost of energy is escalated each year based on the energy escalation rates outlined above.

**kWh** = Projected energy in kWh produced over 25 years, each year decreasing by a pre-determined rate

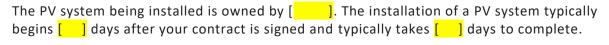
Rate = Current average residential energy rate (\$0.1248), increasing at a predetermined rate (this rate cannot be higher than the energy escalation rate)

Energy

**Escalation** = Projected percent increase in energy costs annually

(kWh x Rate) x  $(1+Escalation)^{25} = 25-Year Energy Value$ 

### **Installation**



Your system includes a warranty for [ ] years at **no additional cost** and is provided by [ ].

The PV system being installed will be □ ROOF-MOUNTED or □ GROUND-MOUNTED.



# **System Assumptions and System Components**

<ul> <li>Size of system in kilowatts (kW):   kW DC and   kW AC.</li> <li>Estimated gross annual electricity production in kilowatt-hours from your system in the first year:   kWh</li> <li>Estimated annual system production decrease (degradation):   %</li> <li>Expected life of the system:   years</li> </ul>
The manufacturer of the PV Modules is [ ]. OR Your modules will be provided by one of the following three manufacturers:  1 2 3
An inverter is another important component of the PV system because it turns DC electricity into AC electricity that you can use for your property. The manufacturer of the inverter for this system is [ ]. OR the PV system will use one of the following three inverter makes and models:  1. Make [ ] Model [ ] 2. Make [ ] Model [ ] 3. Make [ ] Model [ ]
The lessor is providing you with a:  □ YES or □ NO System performance or electricity production guarantee (please specify)  □ YES or □ NO Other type of system guarantee (please specify)  □ YES or □ NO No system guarantee
Unauthorized modification of the PV system, including the relocation of it, is prohibited.
System Operations, Maintenance and Warranties
To ensure your system produces optimally, it will require routine maintenance, much like other parts of your home. Routine maintenance must be included as part of your agreement <b>at no extra cost</b> . The system maintenance will be provided by [ ] for [ ] years.
Are repairs to your system that go beyond routine maintenance covered by your system lease contract? YES $\square$ or NO []. If so, [ ] is responsible for making repairs to your PV system for [ ] years.
<u>Does the system include a warranty for improper installation?</u> $\square$ YES or $\square$ NO $\square$ . If so, the warranty lasts for $\square$ years.
<u>Does this agreement include a manufacturer's warranty for the PV Modules?</u> $\square$ YES or $\square$ NO. If so, the warranty lasts for $\square$ years.
<u>Does this agreement include a manufacturer's warranty for the inverters?</u> □ YES or □ NO. If so, the warranty lasts for [ ] years.



<u>Does the system include a warranty against roof leaks caused by installation?</u> $\square$ YES or $\square$ NO. If so, the warranty lasts for $\square$ years and is provided by $\square$ .
<u>Will the Lessor insure for loss or damage to the system?</u> $\square$ YES or $\square$ NO. If so, except under the following circumstances:
It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the PV system that is not covered by the warranties listed above. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.
End of Lease, Renewal and System Removal
At the end of the lease term, the Lessor must provide you with the following options:
1. Removal of the system at no cost to you. Will the Lessor return any portions of the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted)? □ YES or □ NO.
2. <b>Buy-out of the system.</b> What are the terms of the transfer of ownership?
3. Renewal of the lease. What are the terms of the lease renewal?
IF YOU MOVE
If you move, the Lessor must allow you the option to transfer the system or buy the system outright. <u>The transfer will be subject to the following conditions:</u>
□ YES or □ NO: Credit check of the home purchaser(s)
$\hfill\Box$ YES or $\hfill\Box$ NO: Minimum FICO score requirement: (dependent upon lessor's credit criteria at the time of system transfer)
□ YES or □ NO: Transfer fee of \$
$\hfill \mbox{YES or } \hfill \mbox{NO: Assumption of the lease agreement by the home purchaser(s)}$
□ YES or □ NO: Other
□ YES or □ NO: No requirement to transfer
The buy-out will be subject to the following conditions:



### **Default**

If you default on your payments, the Lessor must allow you the option of forbearance. If a program participant can show good cause in a request for forbearance, financers must offer a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months. Missed revenues may be recovered later in the stage of the contract, but no interest may be applied. The following are the terms of the forbearance.

## **Complaints**

If you have complaints related to the system or this lease process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing <a href="mailto:info@IllinoisSFA.com">info@IllinoisSFA.com</a> or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

 Chicago
 Springfield
 Carbondale

 800-386-5438
 800-243-0618
 800-243-0607

 TTY: 800-964-3013
 TTY: 877-844-5461
 TTY: 877-675-9339

Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at <a href="www.IllinoisSFA.com">www.IllinoisSFA.com</a> for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

Please Initial
The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.
Signature
By signing this form you certify that you received and read this form.
PRINTED NAME:
SIGNED:
<b>Λ</b> ΔΤΕ·