

**Representative Colin W. Jack** proposes the following substitute bill:

**HOME SOLAR ENERGY AMENDMENTS**

2024 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Colin W. Jack**

Senate Sponsor: Scott D. Sandall

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**LONG TITLE**

**General Description:**

This bill modifies provisions related to the Residential Solar Energy Disclosure Act.

**Highlighted Provisions:**

This bill:

~~It~~ ~~requires a solar retailer to provide a disclosure statement to a potential customer at least 10 days before entering into a solar agreement;~~

▶ requires a solar retailer to provide a copy of the signed agreement in electronic form, and offer the customer a paper form ~~to the customer~~ ;

▶ prohibits beginning installation until ~~it~~ four business days after providing the signed copy of the solar agreement to the customer;

▶ provides the customer with a ~~it~~ four business day cancellation period after receiving the agreement;

▶ adds enforcement authority for the Division of Consumer Protection, including court action; and  
▶ makes technical changes.

**Money Appropriated in this Bill:**

None

**2<sup>nd</sup> Sub. H.B. 215**



26 None

27 **Utah Code Sections Affected:**

28 AMENDS:

29 13-52-201, as enacted by Laws of Utah 2018, Chapter 290

30 13-52-202, as enacted by Laws of Utah 2018, Chapter 290

31 13-52-301, as enacted by Laws of Utah 2018, Chapter 290

32 ENACTS:

33 13-52-207, Utah Code Annotated 1953



35 *Be it enacted by the Legislature of the state of Utah:*

36 Section 1. Section 13-52-201 is amended to read:

37 **13-52-201. Disclosure statement required.**

38 (1) ~~[(a) Before]~~ At ~~H~~→ [least 10 days before] the time of ←~~H~~ entering a solar agreement, a  
38a solar retailer shall

39 provide to a potential customer a separate, written disclosure statement as provided in this  
40 section and, as applicable, Sections 13-52-202, 13-52-203, 13-52-204, and 13-52-205.

41 ~~[(b) (i) The requirement under Subsection (1)(a) may be satisfied by the electronic  
42 delivery of a disclosure statement to the potential customer.]~~

43 ~~[(ii) An electronic document under Subsection (1)(a) satisfies the font-size standard  
44 under Subsection (2)(a) if the required disclosures are displayed in a clear and conspicuous  
45 manner.]~~

46 (2) A disclosure statement under Subsection (1) shall:

47 (a) be in paper form;

48 (b) be in at least 12-point font;

49 ~~[(b)]~~ (c) contain:

50 (i) the name, address, telephone number, and any email address of the potential  
51 customer;

52 (ii) the name, address, telephone number, and email address of the solar retailer; and

53 (iii) (A) the name, address, telephone number, email address, and state contractor  
54 license number of the person who is expected to install the system that is the subject of the  
55 solar agreement; and

56 (B) if the solar retailer selected the person who is expected to provide operations or

88 (c) two separate statements in capital letters in close proximity to any written estimate  
89 of projected savings, with substantially the following form and content:

90 (i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND  
91 ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT  
92 NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR FURTHER  
93 INFORMATION REGARDING RATES, CONTACT YOUR LOCAL UTILITY OR THE  
94 STATE PUBLIC SERVICE COMMISSION."; and

95 (ii) "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY  
96 AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY  
97 LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS  
98 ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION.";

99 (3) a notice with substantially the following form and content: "Legislative or  
100 regulatory action may affect or eliminate your ability to sell or get credit for any excess power  
101 generated by the system, and may affect the price or value of that power.";

102 (4) a notice describing any right a customer has under Section 13-52-207, and any  
103 other applicable law to cancel or rescind a solar agreement;

104 (5) a statement describing the system and indicating the system design assumptions,  
105 including the make and model of the solar panels and inverters, system size, positioning of the  
106 panels on the customer's property, estimated first-year energy production, and estimated annual  
107 energy production degradation, including the overall percentage degradation over the term of  
108 the solar agreement or, at the solar retailer's option, over the estimated useful life of the system;

109 (6) a description of any warranty, representation, or guarantee of energy production of  
110 the system;

111 (7) the approximate start and completion dates for the installation of the system;

112 (8) a statement that the solar retailer may not begin installation of the system until at  
113 least ~~5~~ ~~15~~ ~~seven~~ ~~4~~ ~~four business~~ ~~4~~ days after the day on which the solar retailer and  
113a1 customer enter into a

113a contract;

114 [~~8~~] (9) a statement indicating whether any warranty or maintenance obligations  
115 related to the system may be transferred by the solar retailer to a third party and, if so, a  
116 statement with substantially the following form and content: "The maintenance and repair  
117 obligations under your contract may be assigned or transferred without your consent to a third  
118 party who will be bound to all the terms of the contract. If a transfer occurs, you will be

150 (a) ~~H→~~ in electronic and ~~←H~~ in paper form ~~H→~~ , unless the customer declines the  
150a paper copy in writing ~~←H~~ ; and

151 (b) if the solar retailer marketed services for residential solar energy systems to the  
152 customer in a language other than English, in that language.

153 (2) A solar agreement is not enforceable against the customer unless the requirements  
154 in Subsection (1) are met.

155 (3) A solar retailer may not begin installation of any solar equipment until ~~S→~~ ~~[H→]~~ ~~[15]~~  
155a1 seven

155a ~~←H~~ four business ~~←S~~ days after  
156 the day on which the solar retailer provides the customer the solar agreement described in  
157 Subsection (1).

158 ~~S→~~ ~~[(4) A customer may, without penalty or obligation, cancel a solar agreement for any~~  
159 ~~reason, within~~ ~~H→~~ ~~[15]~~ seven ~~←H~~ days after the day on which the customer receives the solar  
159a agreement  
160 described in Subsection (1).] ~~←S~~

161 (5) If a customer cancels a solar agreement under Subsection ~~S→~~ 13-11-4(2)(m) or  
161a Subsection 13-26-5(2)(a) ~~←S~~ ~~S→~~ ~~[(4)]~~ ~~←S~~ , the solar retailer shall  
162 within 10 days:

163 (a) return any check signed by the customer as payment under the terms of the solar  
164 agreement; and

165 (b) refund any money provided by the customer under the terms of the solar agreement.

166 (6) A solar agreement described in Subsection (1) shall clearly:

167 (a) state the customer's right to cancel the solar agreement under this section; and

168 (b) provide an email address and a mailing address where the customer can send the  
169 solar retailer a notice of cancellation of the solar agreement.

169a ~~S→~~ (7) Subsection (1)(a) only applies to sales where the customer has a right to cancel the  
169b purchase as described in ~~S→~~ Subsection ~~←S~~ 13-11-4(2)(m) or ~~S→~~ Subsection ~~←S~~ 13-26-  
169c 5(2)(a). ~~←S~~

170 Section 4. Section 13-52-301 is amended to read:

171 **13-52-301. Division enforcement authority -- Administrative fine.**

172 (1) Subject to Subsection (2), the division may enforce the provisions of this chapter  
173 by:

174 (a) conducting an investigation into an alleged violation of this chapter;

175 (b) issuing a cease and desist order against a further violation of this chapter; [and]

176 (c) imposing an administrative fine of up to \$2,500 for each violation of this chapter;

177 and

178 (d) the division may bring an action in a court of competent jurisdiction to enforce a