

Trevor Lee proposes the following substitute bill:

1 **Solar Energy Amendments**

2026 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Trevor Lee**

Senate Sponsor:

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2 **LONG TITLE**

3 **General Description:**

4 This bill amends provisions of the Residential Solar Energy Disclosure Act.

5 **Highlighted Provisions:**

6 This bill:

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  - 8 ▶ defines terms;
  - 9 ▶ requires certain additional disclosures in solar agreements;
  - 10 ▶ prohibits certain deceptive sales practices;
  - 11 ▶ requires disclosure of sales representative compensation and finance fees; and
  - 12 ▶ requires sales representatives to obtain certification and maintain a bond.

13 **Money Appropriated in this Bill:**

14 None

15 **Other Special Clauses:**

16 This bill provides a special effective date.

17 **Utah Code Sections Affected:**

18 **AMENDS:**

19 **13-52-102**, as last amended by Laws of Utah 2025, Chapter 181

20 **13-52-202**, as last amended by Laws of Utah 2025, Chapter 181

21 **13-52-401**, as enacted by Laws of Utah 2025, Chapter 181

22 **ENACTS:**

23 **13-52-208**, Utah Code Annotated 1953

24 **13-52-402**, Utah Code Annotated 1953

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

26 Section 1. Section **13-52-102** is amended to read:

27 **13-52-102 . Definitions.**

29        As used in this chapter:

30        (1) "Actual energy production" means the average kilowatt-hours produced and measured  
31        by the residential solar energy system during the 12 consecutive months immediately  
32        following the residential solar energy system's activation.

33        (2) "Commission" means compensation paid to a sales representative that is:

- 34            (a) directly tied to a residential solar energy transaction; and  
35            (b) reported on the sales representative's W-2 form for federal income tax purposes.

36        [(2)] (3) "Customer" means a person who, for primarily personal, family, or household  
37        purposes:

- 38            (a) purchases a residential solar energy system under a system purchase agreement;  
39            (b) leases a residential solar energy system under a system lease agreement; or  
40            (c) purchases electricity under a power purchase agreement.

41        [(3)] (4) "Division" means the Division of Consumer Protection, established in Section  
42        13-2-1.

43        [(4)] (5)(a) "Employee" means an individual whose compensation for federal income tax  
44        purposes is reported, or is required to be reported, on a W-2 form the employer issues.

45            (b) "Employee" does not include an independent contractor whose manner and means of  
46        work performance are not subject to direction, supervision, or instruction from the  
47        person who employed the independent contractor.

48        [(5)] (6) "Estimated energy production" means the solar retailer's estimate, measured by  
49        kilowatt-hour, of how much energy the residential solar energy system will produce.

50        (7) "Finance fee" means a fee associated with a loan for the purchase of a residential solar  
51        energy system, including:

- 52            (a) dealer fees;  
53            (b) lender buydown fees;  
54            (c) origination fees;  
55            (d) rate adjustment fees; and  
56            (e) platform fees or administrative fees.

57        (8) "Financed system purchase agreement" means a system purchase agreement that  
58        includes financing for the purchase of a residential solar energy system.

59        [(6)] (9) "Nameplate capacity" means the sum of the maximum rated outputs of all electrical  
60        generating equipment under specific conditions designated by the manufacturer, as  
61        indicated on the nameplate physically attached to the equipment.

62        [(7)] (10) "Participant" means an owner, officer, director, member or manager of a limited

63 liability company, principal, trustee, general or limited partner, sole proprietor, or an  
64 individual, with a controlling interest in an entity.

65 [(8)] (11) "Power purchase agreement" means an agreement:

- 66 (a) between a customer and a solar retailer;
- 67 (b) for the customer's purchase of electricity generated by a residential solar energy  
68 system owned by the solar retailer; and
- 69 (c) that provides for the customer to make payments over a term of at least five years.

70 [~~(9)~~] (12)(a) "Residential solar energy system" means a solar energy system that:

- 71 (i) is installed in the state;
  - 72 (ii) generates electricity primarily for on-site consumption for personal, family, or  
73 household purposes;
  - 74 (iii) is situated on no more than four units of residential real property; and
  - 75 (iv) has an electricity delivery capacity that exceeds one kilowatt.
- 76 (b) "Residential solar energy system" does not include a generator that:
- 77 (i) produces electricity; and
  - 78 (ii) is intended for occasional use.

79 [~~(10)~~] (13) "Sales representative" means an individual who:

- 80 (a)(i) enters into a business relationship with a solar retailer to sell or attempt to sell a  
81 residential solar energy system through direct contact with customers and  
82 potential customers; and
  - 83 (ii) as part of the business relationship described in Subsection [~~(10)(a)~~] (13)(a), is  
84 compensated, in whole or in part, by commission; or
- 85 (b) sets appointments or discusses the benefits of solar energy with a potential customer  
86 on behalf of a solar retailer.

87 [~~(11)~~] (14) "Solar agreement" means a system purchase agreement, a system lease  
88 agreement, or a power purchase agreement.

89 [~~(12)~~] (15)(a) "Solar energy system" means a system or configuration of solar energy  
90 devices that collects and uses solar energy to generate electricity.

- 91 (b) "Solar energy system" includes a battery storage component that stores electricity  
92 converted from solar energy.

93 [~~(13)~~] (16) "Solar retailer" means a person who:

- 94 (a) sells or proposes to sell a residential solar energy system to a customer under a  
95 system purchase agreement;
- 96 (b) owns the residential solar energy system that is the subject of a system lease

97 agreement or proposed system lease agreement; or

98 (c) sells or proposes to sell electricity to a customer under a power purchase agreement.

99 [(14)] (17) "System lease agreement" means an agreement:

100 (a) under which a customer leases a residential solar energy system from a solar retailer;

101 and

102 (b) that provides for the customer to make payments over a term of at least five years for  
103 the lease of the residential solar energy system.

104 [(15)] (18) "System purchase agreement" means an agreement under which a customer

105 purchases a residential solar energy system from a solar retailer.

106 Section 2. Section **13-52-202** is amended to read:

107 **13-52-202 . Contents of disclosure statement for any solar agreement.**

108 If a solar retailer is proposing to enter any solar agreement with a potential customer, the  
109 disclosure statement required in Subsection 13-52-201(1) shall include:

110 (1) a statement indicating that operations or maintenance services are not included as part  
111 of the solar agreement, if those services are not included as part of the solar agreement;

112 (2) if the solar retailer provides any written estimate of the savings the potential customer is  
113 projected to realize from the residential solar energy system:

114 (a)(i) the estimated projected savings over the life of the solar agreement; and

115 (ii) at the discretion of the solar retailer, the estimated projected savings over any  
116 longer period not to exceed the anticipated 20-year useful life of the residential  
117 solar energy system;

118 (b) any material assumptions used to calculate estimated projected savings and the  
119 source of those assumptions, including:

120 (i) if an annual electricity rate increase is assumed, the rate of the assumed increase,  
121 which may not be greater than 3%, and the solar retailer's basis for the assumption  
122 of the rate increase;

123 (ii) the potential customer's eligibility for or receipt of tax credits or other  
124 governmental or utility incentives;

125 (iii) residential solar energy system production data, including production  
126 degradation;

127 (iv) the residential solar energy system's eligibility for interconnection under any net  
128 metering or similar program;

129 (v) electrical usage and the residential solar energy system's designed offset of the  
130 electrical usage;

- 131 (vi) historical utility costs paid by the potential customer;
- 132 (vii) any rate escalation affecting a payment between the potential customer and the
- 133 solar retailer; and
- 134 (viii) the costs associated with replacing equipment making up part of the residential
- 135 solar energy system or, if those costs are not assumed, a statement indicating that
- 136 those costs are not assumed; and
- 137 (c) three separate statements in capital letters in close proximity to any written estimate
- 138 of projected savings, with substantially the following form and content:
- 139 (i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND
- 140 ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT
- 141 NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR
- 142 FURTHER INFORMATION REGARDING RATES, CONTACT YOUR
- 143 LOCAL UTILITY OR THE STATE PUBLIC SERVICE COMMISSION.";
- 144 (ii) "ESTIMATES OF ENERGY PRODUCTION GENERATED BY A
- 145 RESIDENTIAL SOLAR ENERGY SYSTEM MAY VARY. THE
- 146 RESIDENTIAL SOLAR ENERGY SYSTEM MAY PRODUCE MORE OR
- 147 LESS THAN THE ESTIMATED ENERGY PRODUCTION."; and
- 148 (iii) "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY
- 149 AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR
- 150 TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH
- 151 MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL
- 152 FOR MORE INFORMATION.";
- 153 (3) a notice stating: "Legislative or regulatory action may affect or eliminate your ability to
- 154 sell or get credit for any excess power generated by the solar energy system, and may
- 155 affect the price or value of that power.";
- 156 (4) the notice described in Subsection 13-11-4(2)(m) or Subsection 13-26-5(2)(a), if
- 157 applicable;
- 158 (5) a statement describing the solar energy system and indicating the solar energy system
- 159 design assumptions, including the make and model of the solar panels and inverters,
- 160 solar energy system size, positioning of the panels on the customer's property, estimated
- 161 first-year energy production, and estimated annual energy production degradation,
- 162 including the overall percentage degradation over the term of the solar agreement or, at
- 163 the solar retailer's option, over the estimated useful life of the solar energy system;
- 164 (6) a description of any warranty, representation, or guarantee of energy production of the

- 165 solar energy system;
- 166 (7) the approximate start and completion dates for the installation of the solar energy
- 167 system;
- 168 (8) the statement: "The solar retailer may not begin installation of the system until at least
- 169 four business days after the day on which the solar retailer and customer enter into a
- 170 contract.";
- 171 (9)(a) a statement indicating whether the solar retailer may transfer any warranty or
- 172 maintenance obligations related to the solar energy system to a third party; and
- 173 (b) if the solar retailer may transfer any warranty or maintenance obligations related to
- 174 the solar energy system, the statement: "The maintenance and repair obligations
- 175 under your contract may be assigned or transferred without your consent to a third
- 176 party who will be bound to all the terms of the contract. If a transfer occurs, you will
- 177 be notified of any change to the address, email address, or phone number to use for
- 178 questions or payments or to request solar energy system maintenance or repair.";
- 179 (10) if the solar retailer will not obtain customer approval to connect the solar energy
- 180 system to the customer's utility, a statement to that effect and a description of what the
- 181 customer must do to interconnect the solar energy system to the utility;
- 182 (11) a description of any roof penetration warranty or other warranty that the solar retailer
- 183 provides the customer or a statement, in bold capital letters, that the solar retailer does
- 184 not provide any warranty;
- 185 (12) a statement indicating whether the solar retailer will make a fixture filing or other
- 186 notice in the county real property records covering the solar energy system, including a
- 187 Notice of Independently Owned Solar Energy System, and any fees or other costs
- 188 associated with the filing that the solar retailer may charge the customer;
- 189 (13) a statement in capital letters with the following form and content: "NO EMPLOYEE
- 190 OR REPRESENTATIVE OF [name of solar retailer] IS AUTHORIZED TO MAKE
- 191 ANY PROMISE TO YOU THAT IS NOT CONTAINED IN THIS DISCLOSURE
- 192 STATEMENT CONCERNING COST SAVINGS, TAX BENEFITS, OR
- 193 GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON
- 194 ANY PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS DISCLOSURE
- 195 STATEMENT.";
- 196 (14) a statement in capital letters with substantially the following form and content: "[name
- 197 of solar retailer] IS NOT AFFILIATED WITH ANY UTILITY COMPANY OR
- 198 GOVERNMENT AGENCY. NO EMPLOYEE OR REPRESENTATIVE OF [name of

199 solar retailer] IS AUTHORIZED TO CLAIM AFFILIATION WITH A UTILITY  
200 COMPANY OR GOVERNMENT AGENCY.";

201 (15) a statement with the name and contact information of the person that will perform the  
202 installation;

203 (16) a notice that the solar retailer may not sell the contract to another solar company  
204 without express customer approval;

205 (17) a conspicuous list of:

206 (a) finance fees, including those not charged directly to the customer; and

207 (b) solar energy system operation and maintenance that the customer is obligated to  
208 perform to comply with the terms of the guarantee of the minimum energy  
209 production; [and]

210 (18) any additional information, statement, or disclosure the solar retailer considers  
211 appropriate, as long as the additional information, statement, or disclosure does not have  
212 the purpose or effect of obscuring the disclosures required under this part[.];

213 (19) the name, North American Board of Certified Energy Practitioners certification  
214 number, and employer of the sales representative who marketed, presented, or  
215 negotiated the solar agreement with the customer;

216 (20) a statement that federal and state tax credits:

217 (a) have specific eligibility requirements;

218 (b) are not guaranteed; and

219 (c) may require consultation with a tax professional to determine qualification;

220 (21) the utility export credit structure and assumptions the solar retailer used to calculate  
221 estimated bill savings; and

222 (22) if the residential solar energy system includes a battery storage component, a  
223 description of:

224 (a) the battery's capacity;

225 (b) the battery's warranty terms; and

226 (c) expected battery degradation over time.

227 Section 3. Section **13-52-208** is enacted to read:

228 **13-52-208 . Prohibited sales practices.**

229 (1) A sales representative may not:

230 (a) present a solar agreement to a customer using only monthly payment comparisons  
231 without disclosing the total cost of the residential solar energy system, except when  
232 the solar agreement is a power purchase agreement;

- 233 (b) claim or imply that a customer's qualification for federal or state tax credits is  
234 guaranteed;  
235 (c) claim or imply that utility approval for interconnection or permission to operate is  
236 guaranteed;  
237 (d) claim affiliation with a utility company or government agency unless the solar  
238 retailer is actually affiliated with the utility company or government agency; or  
239 (e) provide incomplete or materially misleading information regarding:  
240 (i) tax credits or other incentives;  
241 (ii) utility export credits or rate structures; or  
242 (iii) the residential solar energy system's estimated energy production.

243 (2) A violation of this section constitutes a deceptive act or practice under Title 13, Chapter  
244 11, Utah Consumer Sales Practices Act.

245 Section 4. Section **13-52-401** is amended to read:

246 **13-52-401 . Sales representative relationship.**

- 247 (1) A sales representative shall be an employee of the solar retailer.  
248 (2) A sales representative may not receive, without disclosure to the customer:  
249 (a) marketing fees;  
250 (b) consulting fees;  
251 (c) lead generation fees;  
252 (d) dealer fees or back-end bonuses;  
253 (e) payments through a shell entity or intermediary; or  
254 (f) any other compensation not reported on the sales representative's W-2 form for  
255 federal income tax purposes.  
256 (3) A solar agreement shall disclose:  
257 (a) the exact amount of commission paid to the sales representative for the transaction;  
258 (b) a statement that the sales representative receives no other compensation related to the  
259 transaction except as disclosed under this Subsection (3); and  
260 (c) an attestation by the solar retailer that the commission and any other compensation  
261 disclosed under Subsection (3)(a) matches the solar retailer's payroll records.  
262 (4) All compensation paid to a sales representative shall be reported on the sales  
263 representative's W-2 form for federal income tax purposes.  
264 (5) A solar retailer may not inflate equipment pricing to subsidize compensation prohibited  
265 under Subsection (2).  
266 (6)(a) A solar retailer shall disclose in a financed system purchase agreement all finance

267 fees, including:

- 268 (i) dealer fees;
- 269 (ii) lender buydown fees;
- 270 (iii) origination fees;
- 271 (iv) rate adjustment fees; and
- 272 (v) platform fees or administrative fees.

273 (b) A solar retailer may not conceal finance fees by:

- 274 (i) embedding the finance fees in inflated equipment pricing;
- 275 (ii) offsetting the finance fees through reductions not disclosed to the customer; or
- 276 (iii) redistributing the finance fees into sales compensation.

277 (c) This Subsection (6) does not apply to a power purchase agreement or system lease  
278 agreement.

279 (7) An agreement between a solar retailer and a sales organization for the sale of residential  
280 solar energy systems shall:

- 281 (a) be in writing;
- 282 (b) disclose commission structures; and
- 283 (c) prohibit all forms of indirect compensation described in Subsection (2).

284 Section 5. Section **13-52-402** is enacted to read:

285 **13-52-402 . Sales representative requirements.**

- 286 (1) An individual may not act as a sales representative unless the individual holds an active  
287 certification from the North American Board of Certified Energy Practitioners.
- 288 (2) A solar retailer may not enter into a solar agreement that was marketed, presented, or  
289 negotiated by an individual who does not hold an active certification from the North  
290 American Board of Certified Energy Practitioners.

291 (3)(a) A sales representative shall maintain a bond of at least \$25,000:

- 292 (i) issued by a surety authorized to transact surety business in this state; and
- 293 (ii) conditioned on:
- 294 (A) providing truthful and complete disclosures to customers;
- 295 (B) complying with the marketing standards described in this chapter;
- 296 (C) protecting customers from deceptive practices; and
- 297 (D) protecting solar retailers from financial misconduct by upstream sales  
298 organizations.

299 (b) A claim against a bond described in Subsection (3)(a) may be made by:

- 300 (i) a customer;

- 301                   (ii) a solar retailer;  
302                   (iii) a financing entity; or  
303                   (iv) the division.

304                   **Section 6. Effective Date.**

305                   This bill takes effect on July 1, 2026.