 [Optional: Logo of community solar

subscriber organization]

**New Jersey Community Solar Disclosure Form**

**Document Overview: This document is designed to help you understand the terms and cost of your community solar contract. This document is not your contract.** Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to the Board of Public Utilities.

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| **CUSTOMER INFORMATION** | | | **COMMUNITY SOLAR PROVIDER INFORMATION** | |
| Customer Name: | | | Company Name: | |
| Address: | | | Address: | |
| City, State, Zip: | | | City, State, Zip: | |
| Phone: | | | Phone: | |
| Email: | | | Email: | |
| EDC electric service territory: | | | Website: | |
| [EDC account number: OPTIONAL. Delete line if blank] | | | [Contact Name: OPTIONAL. Delete line if blank] | |
| **SUBSCRIPTION INFORMATION** | | | | Reference Page or Section |
| Subscription Size | [Fixed XX kWh/year, or XX kWh/month]  [Fixed XX kW. Estimated energy produced is XXX kWh/year]  [XX% of community solar project nameplate capacity. Total nameplate capacity is XXX. Estimated energy produced by this % share is XXX kWh/year.]  [XX% of the subscriber’s monthly electric usage]  This subscription represents approximately [XXX]% of your annual historic electricity usage over the last [XXX] months. | | |  |
| Subscription Model | [Your total subscription cost is a one-time fixed payment of $XX.]  [Your subscription cost is a monthly fixed payment of $XX/month.]  [Your subscription cost is a variable payment of approximately $XX/month.]  [Description of other subscription model] | | |  |
| Prices and Fees  Payment Details  Penalties | [Plain language description of the price paid by subscribers per month for their subscription in $ or $/kWh, and total cost per month in $.  If price includes both fixed and variable components, identify fixed and variable cost components separately. Identify any one-time charges separately. Identify any recurrent charges, and how often they are to be paid.  If price is variable or not known, include:   1. A plain language description of the method that will be used to calculate price; 2. A reasonable and good faith estimate of that price, along with a clear disclaimer regarding possible variations to that estimate.   Specify whether any charges may increase over the course of the contract, the conditions under which the increase may occur, and how much notice will be provided.  If there is a cost escalator or rate, clearly identify that escalator percentage and how frequently the rate increases. Include a pricing schedule as an attachment or appendix to the contract, which provide calculations for escalated price in three month increments from the contract effective date until the contract end date.]  [Describe billing procedure, including payment schedule (e.g. one-time, monthly, quarterly, annual), payment method, and payment due date.]  You will receive:  An electronic invoice (sent to your email address above)  A paper invoice (sent to your U.S. mail address above)  Automatic payment (via ACH)  [Identify any potential penalties, and under which conditions they could be charged. If a fee is charged for late payments, define what qualifies a payment as late.] | | |  |
| Benefits | Estimated annual kWh received: [XX] kWh  Estimated annual credit value ($): $[XX]  [Estimated annual savings (in $): $XX]  [Estimated savings over the life of the contract (in $): $XX]  Other benefits: [include all credits, incentives, or rebates that customer will receive or will sign over to the Provider, or for which the customer may be eligible]. | | |  |
| Guarantees or Fixed Savings | [Plain language description of guaranteed savings, guaranteed performance or production, or state “This contract does not guarantee savings”] | | |  |
| Contract Term  Contract Renewal | This contract is effective on [date].  [Description of contract term. If fixed length contract, write “This contract will remain in effect for XX, unless cancelled prior to the contract end date.” If month-to-month contract, write “This is a month-to-month contract.”]  [Conditions for renewal of contract. If renewal is not offered, write “This contract does not have an option for renewal”] | | |  |
| Early Termination or Cancellation | [Description and amount of early termination or cancellation fees. If not applicable, write “No early termination or cancellation fees apply.”]  [Description of terms and conditions for early termination or cancellation, including process for requesting early termination or cancellation and any applicable notice periods.] | | |  |
| Right to Cancel Without Penalty | In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty **within seven calendar days** of signing the contract, by contacting your community solar provider: [Insert contact information identical to above]. | | |  |
| Data Sharing and Privacy Policy | [Include a short description of the subscriber organization’s data sharing and privacy policy.] | | |  |
| Other Important Terms | [Include additional information. If not applicable, write N/A] | | |  |
| **SYSTEM INFORMATION** |  | | |  |
| Community Solar Project Name: [Name of project] | | | |  |
| Project Location | | [City, Zip] | |  |
| Commercial Operation Date | | [Date of commercial operation, or estimated date of commercial operation if project is not yet operational.] | |  |
| **Complaints and Grievances** | |  | |  |
| If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact the Board of Public Utilities by calling 1-800-624-0241 or submitting a customer complaint form at: <https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form>. | | | |  |
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I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full subscription contract, as it may contain provisions not included in this Disclosure Form.

|  |  |
| --- | --- |
|  |  |
| Customer Signature | Date | |

I, , hereby certify that the above information is accurate. I [ ] have, or [ ] will within two (2) days after signing, provide a copy of the signed contract and this disclosure statement to the customer.

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| Signature from Provider Official or Representative | Date | |

**Instructions to Subscriber Organizations for Preparing New Jersey Community Solar Disclosure Form**

1. As a subscriber organization, you are responsible for presenting a Disclosure Form to each subscriber with whom you sign a subscription agreement or contract, and for ensuring that the Disclosure Form is read, understood, and signed by the subscriber at the same time as the contract.
2. The Disclosure Form must be presented to the subscriber at the same time as their full subscription contract, and be placed prior to the first page of said contract.
3. All bracketed, highlighted information must be replaced with the information indicated. No information box may remain empty. The brackets and highlighting should be removed. All information must be typed or legibly printed.
4. Text that is not bracketed or highlighted may not be removed or edited. Rows and columns may not be rearranged or removed.
5. Information should be kept accurate and concise. The fully completed Disclosure Form should not exceed three pages in length.
6. Font type and font size may be modified so long as the following conditions are met:
   1. The font type is standard. Font color should be black.
   2. The modification does not hamper legibility of the Disclosure Form.
   3. Font size is no smaller than 10 point.
7. Subscribers must be assigned to a specific community solar project. The “System Information” section must be filled out.
8. The right-hand column “Reference Page or Section” must be completed with the reference page and/or section numbers of the contract corresponding to each category in the Disclosure Form.
9. The Disclosure Form should be signed by the same subscriber organization official or representative who signs the contract with the subscriber.
10. If it is possible for the term of the contract to commence more than 30 days after the contract’s effective date, then the subscription organization must send the customer a supplemental notice within 30 days of the date the term actually commences.
11. In the “Community Solar Provider Information” section, provide a contact that will be responsive to customer inquiries during normal business hours.
12. In the “Subscription Size” section, complete one of the three options. Delete the other two options.
13. In the “Subscription Model” section, complete one of the four options. Delete the other three options.
14. The “Prices and Fees” section must include an exhaustive list and description of all applicable fees including, but not limited to: security deposit, application fee, subscription reduction fee, late payment fee, and fees associated with payment methods. Total Cost or Total Estimated Cost must be included for purchase contracts. This section should note whether fees are refundable or nonrefundable. If prices or fees are estimated or subject to change, in part or in whole, this section must include: clear notice of possible price changes, plain language description of the method for calculating exact cost, and a good faith and reasonable estimate of actual cost. Include an approximate payment schedule type (one-time, monthly, quarterly, annual, etc.). Any early termination or cancellation fees must be disclosed separately, in the appropriate “Early Termination or Cancellation” section. Note that subscriber organizations may not charge customers a fee, penalty, or other charge that was not made explicit in the subscription agreement or contract and Disclosure Form.
15. In the “Benefits” section: complete bracketed information. Where information is estimated, provide a good faith and reasonable estimate, and specify the conditions under which that estimate may change. If the subscriber organization has presented estimated cost savings to the customer, the Disclosure Form must state the customer’s actual or assumed current electricity rate in cents or dollars/kWh and any projected savings represented to a potential subscriber shall include a comparison that projects future electricity rates increasing at not more than 1% per year. If there are no estimated savings, delete the “Estimated one-year savings” and “Estimated savings over the life of the contract” lines.
16. This form may be updated by the Board of Public Utilities. Subscriber organizations are responsible for using the latest version of this form on a going forward basis.