

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Sunrun Inc. for  
Declaratory Statement Concerning  
Leasing of Solar Equipment

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Docket No. 20170273-EQ

Filed: March 19, 2018

**SUNRUN INC.'s NOTICE OF FILING SOLAR EQUIPMENT LEASE**

Sunrun hereby files its draft Florida Solar Equipment Lease (“Lease”) and states:

**Background**

1. Sunrun filed its Petition for Declaratory Statement on December 29, 2018, seeking a declaratory statement that: (1) Sunrun’s proposed Florida residential solar equipment lease does not constitute a sale of electricity; (2) offering its solar equipment lease to consumers in Florida will not cause Sunrun to be deemed a public utility under Florida law; and (3) the residential solar equipment lease described in its petition will not subject Sunrun or its customer-lessees to regulation by this Commission.

2. On February 16, 2018, Commission Staff issued its Recommendation stating:

[T]he Commission should grant Sunrun’s Petition and declare: (1) Sunrun’s residential solar equipment lease does not constitute a sale of electricity; (2) offering its solar equipment lease to customers in Florida will not cause Sunrun to be deemed a public utility under Florida law; and (3) the residential solar equipment lease described in its Petition will not subject Sunrun or Sunrun’s customer-lessees to regulation by the Commission. The Commission should also state that its declaration is limited to the facts described in Sunrun’s Petition and would not apply to different, alternative facts.

3. During the Agenda Conference on March 1, 2018, Commissioners questioned the terms of the Lease and expressed a preference to see it before voting on Sunrun’s Petition.

Accordingly, Sunrun waived the 90-day statutory deadline in Section 120.565(3), Florida

Statutes in a good-faith effort to accommodate Commissioners' questions regarding the Lease, which had not yet been drafted at the time of the Conference. Sunrun hereby provides a copy of its draft as discussed in its Petition for Declaratory Statement ("Petition"). *See* Exhibit "A."

4. As the Commissioners and the Commission's General Counsel noted during the Conference, the Commission does not approve leases. This filing is not intended as a request for approval of the Lease, as it remains Sunrun's understanding that the Lease is not subject to the jurisdiction of the Commission. Rather, this Lease is submitted so that the Commission may affirm Sunrun's understanding.

5. Like any other equipment lease offered to the public, this Lease is subject to change due to a number of possible factors, including changes in Florida and Federal laws. Importantly, although this Lease is not subject to Commission jurisdiction, it is subject to a number of other Florida and federal laws and regulations, some of which are discussed in more detail below. Sunrun understands and acknowledges that if the Commission grants its Petition for Declaratory Statement, that decision would apply only to a solar equipment lease that does not vary from the material terms laid out in Sunrun's Petition, which include:

- a. Lease payments will be fixed throughout the term of the lease. These payments, based on a negotiated rate of return on Sunrun's investment, will be independent of electric generation, production rates, or any other operational variable of the leased equipment. These lease payments will include maintenance and warranty service to cover repair or replacement of malfunctioning equipment.
- b. Sunrun will hold legal title to the leased equipment and receive Investment Tax Credits and depreciation benefits associated with the investment.

- c. Sunrun will have no control over the use of the equipment other than as the beneficiary of the covenants requiring the customer-lessee to maintain the equipment in good repair.
- d. At the lease expiration, the customer-lessee may purchase the solar equipment at fair market value, renew the lease on an annual basis, or request removal of the equipment.

**I.**  
**Sunrun’s Lease Complies with Florida Consumer Protection Law**  
**Governing Solar Equipment Leases**

6. In 2017, Florida’s Legislature enacted consumer protection legislation that governs contracts for the sale or lease of certain energy generation systems. *See*, Ch. 520, Part II, Florida Statutes (Section 520.20, *et seq.*), entitled Distributed Energy Generation System Sales (the “Act”), which became effective July 1, 2017 and is enforced by the Department of Business and Professional Regulation. Among other things, the Act clearly expresses the Legislature’s intent to permit leases of distributed energy generation systems and specifies certain information that must be included in such leases.

7. Sunrun is a “seller” as defined in Section 520.20(6), Florida Statutes, and the Lease attached hereto is a “retail installment contract” for the lease of a “distributed energy generation system” as those terms are defined in Sections 520.20(3) and (5), Florida Statutes. Some of the information in Sunrun’s Lease regarding which Commissioners had questions is required to comply with the consumer protection requirements imposed by the Legislature in

connection with leases of solar equipment. Applicable disclosures are found on the first four pages of the Lease and further discussed throughout the Lease itself.<sup>1</sup>

**A. System Performance**

8. The Act requires that Sunrun’s Florida Lease must disclose certain performance-related information:

Each agreement governing the sale or lease of a distributed energy generation system shall, at a minimum, include a written statement printed in at least 12-point type that is separate from the agreement, is separately acknowledged by the buyer or lessee, and includes the following information and disclosures, if applicable:

(8) A description of the assumptions used to calculate any savings estimates provided to the buyer or lessee, and if such estimates are provided, a statement in substantially the following form: “It is important to understand that future electric utility rates are estimates only. Your future electric utility rates may vary.”

(13) A description of the distributed energy generation system design assumptions, including the make and model of the major components, system size, estimated first-year energy production, and estimated annual energy production decreases, including the overall percentage degradation over the estimated life of the distributed energy generation system, and the status of utility compensation for excess energy generated by the system at the time of contract signing. A seller who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components.

(14) A description of any performance or production guarantees.

Sections 520.23(8), (13), (14), Fla. Stat., emphasis added.

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<sup>1</sup> Sunrun voluntarily began implementing consumer disclosures in its contracts before they were required by law, and participated in the (“SEIA”) effort to develop uniform industry-wide disclosure forms to enable customers to make an “apples-to-apples” comparison of different products. The provided disclosures are Florida-specific documents tailored to meet the requirements of Sec. 520.20, *et seq.*, Fla. Stat.

9. Sunrun will estimate the generation capability of the leased solar equipment during the initial lease term in order to correctly size a customers' system to meet his or her self-generation needs. Although the Act contemplates that vendors may warrant or guarantee a specified level of energy output, Sunrun's Florida Lease does not do so. Such disclosures are required by the Act and their inclusion does not convert this Lease into a sale of electricity or imply that Sunrun is engaging in a sale of electricity.

**B. System Maintenance**

10. The Lease further complies with disclosure requirements of Section 520.23(18) and (19), Florida Statutes regarding system maintenance and repairs:

(18) A disclosure as to whether maintenance and repairs of the distributed energy generation system are included in the purchase price.

(19) A disclosure as to whether any warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred by the seller to a third party and, if so, a statement in substantially the following form: "Your contract may be assigned, sold, or transferred without your consent to a third party who will be bound to all the terms of the contract. If a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests."

Emphasis added.

11. As shown above, the Act anticipates that solar equipment lessors may contract to maintain and repair leased systems. In compliance with paragraph (18), Sunrun's Lease advises that system maintenance costs are included in the fixed monthly lease payments. *See* Lease, page 4. In order to meet this contractual maintenance obligation, Sunrun's leased solar system will include equipment to monitor system performance, including measuring the energy produced by the Solar System. The monitor does not operate the system, nor does it change or

manipulate system output; it simply collects information to ensure the equipment is operating properly and to provide Sunrun information to enhance its equipment and service offerings. The equipment also can notify a field technician if necessary. For example, if a solar panel began internally corroding due to moisture intrusion, the system performance monitor would identify the change in system performance and could notify a service technician to repair or replace the damaged or malfunctioning panels. Sunrun's contractual obligation to measure and monitor energy production is consistent with the consumer protection requirements of the Act and is necessary to ensure the system is performing as designed.

12. Sunrun currently offers the same maintenance package as part of its "Protection Plus" program to homeowners who choose to purchase the solar system. The fact that a homeowner finances this equipment through a lease rather than a purchase does not create a sale of electricity to lessees.

### **C. Renewal Rate**

13. Section 520.23(6), Florida Statutes requires Sunrun to provide a complete payment schedule, including the frequency and amount of each payment due under the lease. Payments during the initial term of the Lease are found on the disclosure form and pages 22-23 of the Lease. As specified on page 10, if the homeowner has not exercised his or her rights to either terminate the agreement or enter a new agreement (for newer or different equipment available at that time) at the end of the Lease, the Lease may renew at the end of the initial term for additional one-year term(s), at a rate that is different from initial Lease payments. If the homeowner desires to continue to lease the solar system after the initial term, the Lease renewal rate will be based on then-current market factors, including the serving utility's rate per kWh. If renewed, the customer's payment amount would, as it did during the first lease term, remain the

same throughout the renewal term, regardless of the size of the house, and regardless of the amount of energy produced by the system or used by the homeowner.

14. The renewal price term, like the initial Lease pricing, does not convert the equipment lease to a sale of electricity. As in *Monsanto*, the homeowner will still be leasing equipment that produces electricity rather than buying electricity that the equipment generates and will continue to own the electricity and energy produced by the leased equipment. As during the initial Lease term, Sunrun will have no right to or ownership of the system's energy output and cannot transfer or sell it to the homeowner. Put simply: the homeowner – not Sunrun – has the right to collect the sunlight that hits his or her roof, and owns the electricity that the leased equipment generates. That energy or electricity is never owned by Sunrun – it is never Sunrun's to sell.

15. Sunrun respectfully notes that a homeowner's leased solar generating equipment is a "qualified facility" as defined in the Public Utility Regulatory Policies Act ("PURPA"), and thus (to the extent that any exemption is necessary) exempt from state financial regulation as a matter of federal law. PURPA Section 210(e) provides that "the Commission [Federal Energy Regulatory Commission] shall...prescribe rules under which...qualifying small power production facilities are exempted in whole or in part...from State laws and regulations respecting the rates, or respecting the financial or organizational regulation, of electric utilities." In response, the Federal Energy Regulatory Commission ("FERC") adopted Rule 18 CFR 292.602, which provides that qualifying facilities are exempt from "State laws or regulations

respecting (i) the rates of electric utilities; and (ii) the financial and organizational regulation of electric utilities.”<sup>2</sup>

**II.**  
**Sunrun’s Proposed Lease is Consistent with Rule 25-6.065, F.A.C.**

16. Section 9 on page 3 of the Lease directs the customer to take service from the standard available net metering service provided by his or her utility. Because Sunrun cannot interface with a customer’s utility regarding rate plans on his or her behalf, it is customers’ responsibility to ensure they are taking service under the appropriate residential rate plan. On a related note, Sunrun respectfully reiterates Staff’s finding that “the facts set forth in Sunrun’s Petition are also consistent with Rule 25-6.065, F.A.C., which addresses interconnection and net metering of customer-owned renewable generation. Rule 25-6.065(2)(a), F.A.C., specifically states that “[t]he term ‘customer-owned renewable generation’ does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third person.”

17. The Lease also includes language that permits Sunrun to remotely administer and operate the leased system in connection with demand response or other programs that could optimize the customer’s usage and costs. *See* page 9, section 6(e). Such programs do not exist in Florida at this time, but Sunrun includes this standard language in all of its agreements to preserve the future ability to facilitate customers’ participation in any demand response or other customer-facing programs.

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<sup>2</sup> Note that FERC has interpreted state net metering programs as a method of accounting for the transactions between the utility and net metering customers, not as a sale of electricity. *MidAmerican Energy Co.*, 94 FERC ¶ 61,340, 62,263 (2001).



### **III.**

#### **Sunrun's Website Clearly Identifies and Differentiates its Florida Product**

18. Sunrun's website includes a page for each market state, which clearly identifies the specific products available in that state. Sunrun's Florida web page is found at:

<https://www.sunrun.com/solar-by-state/fl>, and has been "live" since Sunrun entered the Florida market with its cash product. A copy of Sunrun's Florida web pages is attached as Exhibit "B."

### **IV.**

#### **CONCLUSION**

There is no doubt that when homeowners purchase a residential solar system from Sunrun, this Commission would have no jurisdiction over the sale. Sunrun's Lease provides Florida homeowners with a financing option to generate their own electricity without having to purchase the equipment outright, thus making the benefits of rooftop solar financially accessible to homeowners who cannot afford to purchase their equipment. Sunrun respectfully requests that the Commission, after review of the Florida Lease, grant Sunrun's Petition and declare that:

(1) Sunrun's residential solar equipment lease does not constitute a sale of electricity; (2) offering its solar equipment lease to consumers in Florida will not cause Sunrun to be deemed a public utility under Florida law; and (3) the residential solar equipment lease described in its petition will not subject Sunrun or Sunrun's customer-lessees to regulation by this Commission.

Respectfully submitted this 19<sup>th</sup> day of March, 2018.

BY: /s/ Marsha E. Rule

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to the following by electronic mail on March 19, 2017:

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/s/ Marsha E. Rule

**Docket No. 20170273-EQ**

**In re: Petition of Sunrun Inc. for Declaratory Statement  
Concerning Leasing of Solar Equipment**

**Exhibit "A"**

# SEIA® SOLAR LEASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your lease of a solar electric system ("System").  
It is not a substitute for the lease ("Lease") and other documents associated with this transaction.  
All information presented below is subject to the terms of your Lease.

**Read all documents carefully so you fully understand the transaction.**  
For more information on being a smart solar consumer visit [www.seia.org/consumers](http://www.seia.org/consumers).

<b>LESSOR:</b>  Address:  Tel.: License # (if applicable): Email:	<b>INSTALLER:</b>  Address:  Tel.: State/County Contractor License #: Email:	<b>WARRANTY/MAINTENANCE PROVIDER:</b> (If Different from Installer or Provider):  Address:  Tel.: License # (If applicable): Email:
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**LESSEE:**  
 Customer ID:  
 System Installation Address:  
 Lessee Mailing Address:  
 Email:

**\* NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A SOLAR ELECTRICITY GENERATING SYSTEM. YOU WILL LEASE (NOT OWN) THE SYSTEM INSTALLED ON YOUR PROPERTY.**

Amount & Term (A)	Amount Due Up-Front (B)	Total Estimated Lease Payments (C)	Other Possible Charges (D)
Your monthly payment during the first year of the Lease:  \$ _____  The initial term of Lease:  <input type="checkbox"/> _____ Years <input type="checkbox"/> _____ Months  See Box G, "Lease Payment Escalator", for factors that may affect the amount of future monthly payments.	Amount you owe at Lease signing:  \$ _____  Amount you owe at the commencement of installation:  \$ _____  Amount you owe at the completion of installation:  \$ _____  Total up-front payments:  \$ _____	Total of all your monthly payments and estimated taxes over the course of Lease: _____  Your estimated total Lease payments over the initial term of the Lease excluding taxes are \$ _____  Your estimated total tax payments over the initial term of the Lease are \$ _____ based on estimated average monthly tax payment of \$ _____  <b>Incentives Included in Your Estimated Lease Payments:</b>  <input type="checkbox"/> None <input type="checkbox"/> _____ _____ _____	Other charges you may have to pay under your Lease:  <b>Late Charge:</b> <input type="checkbox"/> If a payment is more than _____ days late, you will be charged \$ _____ <b>OR</b> <input type="checkbox"/> Late payments accrue interest at _____% annually not to exceed the maximum allowable by law  <b>Estimated System Removal Fee:</b> \$ _____  <b>UCC Notice Removal and Re-filing Fee:</b> If you refinance your mortgage, you may have to pay \$ _____  <b>Returned Checks:</b> If any check or withdrawal right is returned or refused by your bank, you may be charged: \$ _____ (or a lower amount if required by law)  <b>Non-Connection to Internet:</b> If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ _____ and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See <b>Box N</b> .  <b>Automatic Bank Withdrawals (ACH):</b> [\$ _____ per month fee for not paying your Lease using automatic bank withdrawals] <b>OR</b> [\$ _____ per month discount if you pay your Lease using automatic bank withdrawals]  <b>Other:</b> You may be charged \$ _____ for _____

Number of Lease Payments (E)	When Payments Are Due (F)	Lease Payment Escalator (G)
Number of Lease payments: _____	The first payment on your Lease is due on the _____ day of the first calendar month after your System is connected.  You will receive: <ul style="list-style-type: none"> <li><input type="checkbox"/> Electronic Invoices (sent to your email address above)</li> <li><input type="checkbox"/> Paper Invoices (sent to your U.S. mail address above)</li> </ul>	Your Lease <input type="checkbox"/> HAS <input type="checkbox"/> DOES NOT HAVE a payment escalator.  If your Lease <b>HAS</b> a payment escalator: <p>Your Lease payment will increase:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Annually</li> <li><input type="checkbox"/> Other _____</li> </ul> <p><b>Your Lease payment will increase by the following amount _____%</b></p> <p>The first Lease payment increase will occur in _____, 20____ or with your 13<sup>th</sup> payment, whichever comes later.</p>

**Site & Design Assumptions for your Leased System (H)**

- Estimated size of the System in kilowatts: \_\_\_\_\_ (kWdc)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: \_\_\_\_\_
- Estimated annual System production decrease due to natural aging of the System: \_\_\_\_\_%
- System location on your property: \_\_\_\_\_
- System  **WILL**  **WILL NOT** be connected to the electric grid
- At the time of installation, your local utility  **DOES**  **DOES NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

**Security Filings (I)**

Lessor  **WILL**  **WILL NOT** place a lien on your home as part of entering the Lease.  
 Lessor  **WILL**  **WILL NOT** file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is **not** a lien.

**System Maintenance & Repairs (J)**

“System maintenance” refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance  **IS**  **IS NOT** included for \_\_\_\_\_ years by \_\_\_\_\_ (e.g., Installer, Maintenance Provider).

“System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs  **ARE**  **ARE NOT** provided by the \_\_\_\_\_ (e.g. Installer, Other).

Please review your Lease for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

**Roof Warranty (K)**

Your roof  **IS**  **IS NOT** warranted against leaks from the System installation for \_\_\_\_\_ years by \_\_\_\_\_ (e.g. Provider, Installer, Other).

Your roof  **IS**  **IS NOT** warranted against leaks caused by removal of the System for a period of \_\_\_\_\_ years following System removal. Any portions of your roof impacted by the System  **WILL**  **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

**Transferring Your Lease and Selling Your Home (L)**

If you sell your home, you  **MAY**  **MAY NOT** transfer the Lease to the purchaser(s) of your home. If you may transfer the Lease, the transfer will be subject to the following conditions:

- Credit check on the purchaser(s)
- Minimum FICO score requirement: \_\_\_\_\_
- Transfer fee of \$ \_\_\_\_\_
- Assumption of Lease by purchaser(s)
- Other \_\_\_\_\_

If you sell your home, you **ARE ARE NOT** permitted to move the System to a new home.  
You may also have the options to purchase the System or prepay some or all of the Lease balance as part of or prior to a transfer.

#### Transfer of Obligations by Lessor (M)

The Lease may be assigned, sold or transferred by Lessor without your consent to a third-party that will be bound to all the terms of the Lease. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Lease questions, payments, maintenance or service requests.

#### System Guarantee (N)

In terms of your full System, Lessor is providing you with a:

- System performance or electricity production guarantee
- Other type of System guarantee
- No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

#### Utility and Electricity Usage/Savings Assumptions (O)

You  **HAVE**  **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Lease.

**If you HAVE been provided with an Estimate, Lessor provides the following:**

Lessor  **IS**  **IS NOT** guaranteeing these savings.

Lessor  **IS**  **IS NOT** using savings calculations that conform to the *SEIA Solar Business Code*. See **Box R** or [www.seia.org/code](http://www.seia.org/code).

Your Estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use
- Any escalator in your monthly Lease price

Your Estimate assumes the following:

- Years of electricity production from the System: \_\_\_\_\_
- A current estimated **utility electricity rate** of \_\_\_\_\_ [cost per kilowatt-hour] during the first Lease year with estimated increases of \_\_\_\_\_ percent annually. Lessor based this estimate on the following source(s): \_\_\_\_\_
- Your utility will continue to credit you for excess energy your System generates at  **ESTIMATED FUTURE**  **CURRENT** utility electricity rates

**NOTE:** It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Lease carefully for more details.

#### Renewable Energy Certificates (RECs) (P)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System  **WILL**  **WILL NOT** be assigned to the Lessor. If Lessor is assigned the RECs, you will not own the RECs to sell, use or claim them, and Lessor may sell the RECs to a third party.

#### Cooling Off Period/ Right to Cancel (Q)

In addition to any rights you have under state or local law, you  **HAVE**  **DO NOT HAVE** the right to terminate this Lease without penalty within \_\_\_\_\_ [no less than three] business days of \_\_\_\_\_ by notifying Lessor in writing at the above address.

#### SEIA Solar Business Code (R)

Installer and Lessor  **DO**  **DO NOT** abide by and agree to be bound by the *SEIA Solar Business Code* ([www.seia.org/code](http://www.seia.org/code)) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit [www.seia.org/consumers](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

#### Additional Disclosures or Terms (S)

**Make/Model of Major Components (see Box N for more information):**

Panels: \_\_\_\_\_  
Inverter: \_\_\_\_\_

**Transferability of Incentives:** You **WILL** **WILL NOT** transfer or assign any or all tax credits, rebates, or incentives, in connection with the distributed energy system. If there is a transfer or assignment, it will apply to the following: \_\_\_\_\_ (see Box P for information about Renewable Energy Certificates)

**Property Taxes:** You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability or eligibility for any tax credits that may result from the purchase of your distributed energy generation system.

**Installation Timing:** Approximate Start Date: \_\_\_\_\_ days from the date the Agreement is signed or \_\_\_\_\_ (date).  
Approximate Completion Date: \_\_\_\_\_ days from the date of the Agreement is signed or \_\_\_\_\_ (date).

**Interconnection Approval:** **YOU** are or **PROVIDER** is responsible for submitting a System interconnection application.

**Individual Completing this Form:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_



DRAFT

Solar Lease – for FPSC review

# DRAFT Solar Lease – for FPSC review

## Sunrun Installation Services Inc.

### Sunrun BrightSave™ Agreement

This Lease Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the lease of a solar photovoltaic system (the "Solar System") to generate electric energy, to be installed on or at your home located at \_\_\_\_\_ (the "Home"). Sunrun is pleased to provide you with a Solar System lease for a twenty (20) year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of \_\_\_\_ (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

\_\_\_\_\_ explains the Parties' rights to cancel the Agreement.

#### A. Documents to be Incorporated Into the Agreement

- Exhibit A: Monthly Lease Payment Schedule and Prepayment Pricing
- Exhibit B: Legal Notices
- Exhibit C: Notice of Cancellation
- Exhibit D: Payment Forms
- Exhibit E: Data Usage and Disclosure
- Exhibit F: Federal Consumer Leasing Act Disclosure
- Exhibit G: System Specifications

#### B. Payment Terms, Rebates, and Credits

##### 1. Payment Terms

Deposit (due at signing)	\$__ (the "Deposit")
Initial Payment (due at Installation Start Date)	\$__ (the "Initial Payment")
Monthly Lease Payments in Year One	\$__ per month (plus taxes, if applicable); reflects \$7.50 discount for electing Auto-Pay (the "Monthly Lease Payments")
Annual Percentage Increase (the "Annual Increase")	____%

# DRAFT Solar Lease – for FPSC review

## 2. Upfront Payment

The sum of the Deposit and Initial Payment is called the “Upfront Payment.” The Initial Payment and Monthly Lease Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Section E and F below).

- a. You agree to pay Sunrun the Deposit, Initial Payment and Monthly Lease Payments in the amounts and on the dates set forth above and in Exhibit A.
- b. The Deposit and Initial Payment are payable to Sunrun Inc. by credit card, money order or a check drawn on a United States bank account.

## 3. Monthly Invoicing and Billing Cycle

- a. Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the “In-Service Date”). Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”).

Each month, Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

For example, if the Solar System is placed into service on May 12th, you will receive your first bill between June 12th and June 22nd. Your payment will be due by July 11th.

Sunrun reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Sunrun before the Monthly Lease Payment due date.

- b. Payment Options. Monthly Lease Payments are payable to Sunrun Inc. (i) by automatic withdrawal from your checking or savings account or (ii) by check drawn on a United States bank account or (iii) by money order.
- c. A Returned Check Fee of Twenty-Five Dollars (\$25.00) (or such lower amount as required by law) will be assessed to you for any check or withdrawal right that is returned or refused by your bank.

## 4. Auto-Pay Discount

- a. Monthly Lease Payments shown in Section B(1) and Exhibit A assume payment by Automated Clearing House (ACH) withdrawal from your checking or savings account (“Auto-Pay”) and include a \$7.50 Auto-Pay discount.
- b. If you do not elect Auto-Pay, you will not receive an Auto-Pay Discount and, as a result, your Monthly Lease Payments will be \$7.50 *higher per month* than those reflected in Section B(1) and Exhibit A.

## 5. Payment of Taxes

- a. The payments specified in Section B(1) above do not include taxes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interests and penalties) are assessed on these payments, the lease of solar photovoltaic equipment, the Home, or the transaction itself, and are

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paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

- b. In addition, you agree to reimburse Sunrun for any taxes, including any associated interests and penalties, assessed on the Solar System that Sunrun may incur.
- c. To the extent that Sunrun seeks reimbursement from you, you agree that Sunrun may seek a full reimbursement from you for the total amount incurred by Sunrun, impose a surcharge on your monthly invoice to recover the total amount incurred by Sunrun over a period to be determined by Sunrun, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Sunrun.

## 6. Changes to Payment Amounts

- a. If a change pursuant to Section F increases the Upfront Payment after you have already paid it to Sunrun, you agree to immediately pay Sunrun the increase in the Upfront Payment. Sunrun may suspend installation until this payment is received.
- b. You may request a pricing plan change; however, such request must be submitted to Sunrun's Customer Care Department 595 Market Street, 29th Floor, San Francisco, CA 94105, [customercare@sunrun.com](mailto:customercare@sunrun.com), 855-478-6786, before the earlier of (i) the date falling twenty-one (21) days after the date you signed the Agreement and (ii) the commencement of installation of the Solar System.

## 7. Prepayment of Monthly Lease Payments

- a. At any time, you may prepay all of the expected Monthly Lease Payments you will owe Sunrun during the remaining portion of the Initial Term ("Prepayment"). Sunrun's obligations under the Agreement will not change if you make such a prepayment.
- b. The Prepayment shall equal the remaining Monthly Lease Payments for the current and remaining years discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) and (y) 5.0% (the "Prepayment").

For example, if you decide to pre-pay the rest of your monthly payments in year 10, and the applicable discount rate at the date of prepayment is \_\_\_\_\_%, you would pay Sunrun \$ \_\_\_\_\_.

- 8. **Late Payment.** If Sunrun does not receive your payment by the due date listed on the invoice, Sunrun may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

## 9. Net Metering Service.

- a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun in its sole discretion.
- b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Sunrun may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.
- c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." You agree that

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electrical energy generated by the Solar System is measured at the time when electrical energy reaches Interconnection.

## 10. Supplemental Energy; Rebates & Credits

- a.. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility, and for paying any fees associated with such Supplemental Energy that the other supplier may charge.
- b. You will receive any state credit (i.e., no federal tax credits), rebate, environmental attribute, or other payment or offset (the "Incentive") to the Solar System and all such Incentives will be your sole property and transferable by you. You agree that you are solely responsible for completing any forms or applications associated with receiving such Incentives, and that Sunrun shall bear no responsibility in the event such Incentives (i) are not paid to you, (ii) are paid in an amount that is less than or different from the amount expected, or (iii) are not paid in a timely manner.
- c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Sunrun with respect to incentives attributable to the Solar System, you agree that Sunrun will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Sunrun.
- d. If you purchase the Solar System from Sunrun, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Sunrun.

## C. Our Warranties

### 1. Warranties

- a. Workmanship Warranty. We warrant our Work for a period of twenty (20) years after installation (the "Warranty Period"), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our Workmanship Warranty includes but is not limited to the following:
  - (i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home's roof will be weather-tight for a period of 5 years after installation.
  - (ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.
  - (iii) Sunrun will maintain and repair the Solar System for the Initial Term and any Renewal Terms.
- b. Equipment Warranty. Sunrun warrants all equipment for the duration of the Initial Term. If parts fail during the term of this Agreement, Sunrun will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible.
- c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun wish to end the Agreement, Sunrun will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 20-year term (including, but not limited to, uneven wear and tear and uneven discoloration).

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## 2. Warranty Exceptions and Exclusions

- a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 5 year warranty period.
- b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the Solar System, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.).
- c. The Workmanship Warranty does not apply to the following:
  - (i) Work performed or materials used by anyone other than us or our Installation Partners;
  - (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its Installation Partners without Sunrun's prior written approval;
  - (iii) Any damages resulting from your breach of the Agreement;
  - (iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
  - (v) Damage resulting from ordinary wear and tear;
  - (vi) Damage resulting from mold, fungus and other organic pathogens;
  - (vii) Shrinking/cracking of grout and caulking;
  - (viii) Fading of paints and finishes exposed to sunlight; and
  - (ix) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by:    \_    \_\_ (Initials)

3. **Contacting Sunrun to Fix the Solar System.** Sunrun will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Sunrun at 855-478-6786 or by email at [customercare@sunrun.com](mailto:customercare@sunrun.com). Sunrun will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

## D. System Performance

### 1. System Production Estimate

- a. Sunrun estimates that the Solar System will be capable of generating \_\_\_\_ kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunrun estimates that the Solar System will be capable of generating \_\_\_\_ kilowatt-hours ("kWh") during the Initial Term (the "Estimated Output").
- c. The estimates in this Section are provided for purposes of sizing your system to meet your self-generation needs.

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Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar System’s actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by:    \_    \_\_ (Initials)

## E. Design and Installation

### 1. Our Work; Description of Materials.

- a. Our work on the Solar System includes:
  - (i) design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System;
  - (ii) installation of the Solar System;
  - (iii) acquisition of approval from your Utility; and
  - (iv) assistance with any applicable rebate program paperwork set forth in Section B(10) (collectively, the “Work”).
  
- b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the “balance of system” are disconnects, breakers, load centers, wires, and conduit.

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## 2. Solar System Production and Energy Consumption Monitoring; Data.

### a. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) System Monitor. During installation or at any time thereafter during the Term, we may install or replace system monitoring devices, for example, to measure the energy produced by the Solar System (the “System Monitor”). Through the System Monitor, we will collect Solar System production and performance data (“Performance Data”).
- (ii) Energy Consumption Monitor. During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the “Consumption Monitor”). Through the Consumption Monitor, we may collect and store information about energy usage at the Home (“Usage Data”).
- (iii) Access to Monitors. You acknowledge and agree that the System Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Sunrun with access to the Home in order to install, maintain, repair and replace the System Monitor and the Consumption Monitor.
- (iv) Internet Connection. In order to ensure the proper functioning of the System Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.
- (v) Monitor Damage or Inaccuracy. Sunrun uses the System Monitor to monitor and record your energy production, and promptly respond to any system issues. You will be responsible for any damage to the System Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the System Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will repair or replace the System Monitor.

### b. Data Usage and Disclosure. We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, “Data ”). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

### c. Communications Equipment. During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the “Communication Equipment”) at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase.

Do you consent?

**Yes**

**No**

## 3. Design.



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- a. Sunrun or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of the Solar System is dependent on the physical specifications of the Home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home's Solar System design will be finalized following a Site Survey of the Home by Sunrun.
- b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved the Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

## 4. Installation

- a. Installation will be performed by Sunrun's licensed, bonded affiliate, Sunrun Installation Services Inc., or by another licensed, bonded contractor (an "Installation Partner") that meets Sunrun's quality standards. Sunrun requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.
- b. Sunrun or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).
- c. If Sunrun or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.
- d. Sunrun, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- e. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

## 5. Access to the Home

- a. You agree to grant Sunrun and its Installation Partners access to the Home for the purpose of designing, installing, operating, testing the Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.
- c. You must provide us with power and water for use during installation.
- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its Installation Partners at the Home throughout Solar System installation, the Initial Term and any Renewal Terms

## 6. Miscellaneous.

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- a. Sunrun has the authority and sole discretion to use Installation Partners or agents to perform or assist Sunrun in performing Sunrun's obligations.
  - b. If Work excluded from this Agreement in Section E(7) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
  - c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain Sunrun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name "Sunrun Installation Services Inc. and its successor or assigns", as additional insureds.
  - d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun's prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun's sole property.
  - e., If applicable programs exist in your utility service area, you agree to allow Sunrun, from time to time, to remotely administer and operate the Solar System in connection with demand response or other programs to optimize your electricity costs or to maintain the reliability of the electrical grid.
7. **Exclusions.** We do not do or provide any of the following under this Agreement:
- a. removal or disposal of any material containing asbestos or any other hazardous material;
  - b. movement of your personal items around the Home;
  - c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
  - d. installation or repair of fences;
  - e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
  - f. structural framing work for any part of the roof or structure, including concealed substandard framing;
  - g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
  - h. removal and replacement of existing rot or insect infestation;
  - i. testing or remediation of mold, fungus, mildew or organic pathogens;
  - j. painting of conduit or other structural parts;
  - k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
  - l. Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
  - m. professional engineering services;
  - n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
  - o. removal of trees;
  - p. any studies or permitting beyond the basic building permit; or
  - q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

## F. Change Orders

If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

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## G. Additional Information

### 1. Agreement Term

- a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for twenty (20) years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Sunrun will notify you of the In-Service Date.
- b. Renewal Term. Subject to clause (ii) below, at the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term"). Sunrun will provide you with your new monthly lease rate at the beginning of the Renewal Term and each successive Renewal Term, if any. The new monthly payment rate shall be the product of (A) 1,020 and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.21 per kWh, your Monthly Lease Payment would remain \$\_\_\_\_\_. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$\_\_\_\_\_. The Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term. Sunrun will perform Sunrun's obligations under this agreement for as long as the Solar System remains economically viable.
  - (i) Sunrun will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).
  - (ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term.
- c. Upgrade of System. At the end of the Initial Term, you may upgrade the Solar System under a new agreement with Sunrun. Your existing Agreement will be cancelled and Sunrun will design a new solar system using upgraded equipment for the Home.

### 2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun end the Agreement, Sunrun will remove the Solar System at no cost to you. Written notice of termination must be provided at least thirty (30) days prior to the expiration of the applicable term.

Subject to the exclusions set forth in Sections C and E, Sunrun will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Sunrun in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the Work.

### 3. Customer Obligations. You acknowledge and agree to the following:

- c. Your local utility is \_\_\_\_\_ (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Sunrun prior to changing your Utility.
- d. That you will make all Monthly Lease Payments at the Monthly Lease payment prices set forth on Exhibit A.
- e. The Solar System is removable equipment owned by Sunrun or its affiliates and is not considered a fixture or otherwise part of the Home.

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- (i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Sunrun nor our Installation Partners will apply a lien to your title to the Home.
  - (ii) However, you agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
  - (iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien.
- f. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.
- g. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason may require Sunrun to refund, at your cost, Incentives provided in respect of the Solar System.
- h. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Sunrun if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- i. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to the Solar System which you think may be affecting performance or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, [customercare@sunrun.com](mailto:customercare@sunrun.com), 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
- j. You agree that Sunrun may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(3)(h).

Agreed and accepted by:    \_    \_\_ (Initials)

You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

**Yes**

**No**

## 4. Purchase of Solar System

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- a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:
  - (i) Upon the fifth (5th) anniversary of the In-Service Date
  - (ii) At the end of the Initial Term;
  - (iii) If you sell the Home during the Initial Term; and
  - (iv) Under the circumstances described in Section G(10)(b).
- b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, you must deliver a written notice to Sunrun of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Sunrun within thirty (30) days of receiving an invoice from Sunrun for the purchase price.
- c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
- d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Sunrun will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Sunrun will not provide you with any maintenance or repair services unless you enter into a separate agreement with Sunrun for Sunrun or its Installation Partner to perform these services at your expense. If possible, Sunrun will assign to you any equipment warranties still in effect for the Solar System. Sunrun reserves the right to continue to measure the performance of the Solar System after termination of the Agreement.

## 5. Sale of Home, Assignment and Foreclosure

- a. Sale of Home. If you sell the Home you:
  - (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Sunrun a \$250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(10) if:
    1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
    2. The new owner refuses to assume the Agreement.
- b. Assignment of Agreement.
  - (i) Sunrun may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Sunrun's assets to another entity.
  - (ii) If Sunrun assigns the Agreement, Sunrun will continue to maintain the Solar System until you receive written notice otherwise. Sunrun requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).

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(iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Sunrun at the address set forth in Section G(12). Agreement

## c. Foreclosures.

(i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System.

(ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.

1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) agree:

(i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.

(ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:

1. Terminate the Agreement and require Sunrun to remove the Solar System;
2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
3. Terminate the Agreement and enter in to a new agreement with Sunrun under terms no less favorable than the original Agreement.

2. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.

3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at [www.fanniemae.com](http://www.fanniemae.com), for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by:    \_     \_\_ (Initials)

## 6. Insurance

a. Sunrun is responsible for insuring the Solar System:

(i) Sunrun carries insurance covering damage to and theft of the Solar System;

(ii) Sunrun carries commercial general liability insurance (“CGL”) and workers’ compensation insurance underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (“Gallagher”).

(iii) Sunrun carries worker’s compensation insurance for all employees.

b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.

c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.

d. Sunrun requires its Installation Partners to maintain the following insurance coverages:

(i) Workers compensation, subject to statutory limits;

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- (ii) Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
- (iii) Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate;
- (iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident;
- (v) Excess liability insurance with a limit of one million (\$1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and
- (vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by:    \_    \_\_ (Initials)

## 7. Limitations of Liability

SUNRUN MAY BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION US DOLLARS (\$1,000,000.00). THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, WHICH YOU SHOULD CONSULT. SUNRUN IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

## 8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

## 9. Force Majeure

Sunrun is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Sunrun's fault or negligence. Force Majeure includes, without

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limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Sunrun must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Sunrun claims Force Majeure, it must:

- a. make reasonable attempts to continue to perform under the Agreement;
- b. quickly take action to correct the problem caused by the Force Majeure;
- c. make reasonable efforts to limit damage to you; and
- d. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

## 10. Default and Remedies

### a. DEFAULT BY CUSTOMER; SUNRUN'S REMEDIES:

#### (i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Sunrun's prior written consent;
4. You make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Home;
5. Foreclosure proceedings are filed involving the Home;
6. You (1) fail to provide us with the information, approvals or access to the Home we need in order to do the Work or (b) fail to make a payment when due, and, in either case, you fail to correct the problem in ten (10) days. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10 day cure period, Sunrun may stop Work. Sunrun will give you written notice of our reasons for stopping Work.
7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.

#### (ii) If any events described in Section G(10)(a)(i) occur, Sunrun may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

1. Sunrun may terminate the Agreement;
2. Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
3. Sunrun may require you to pay Sunrun a termination payment equal to the Prepayment of all future Monthly Lease Payments during the Initial Term ("Make Whole");



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4. If, as a result of your default, Sunrun removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local Incentives that Sunrun must return as a result of such removal;
  5. Sunrun may exercise any other remedies available to Sunrun at law or in equity.
- b. **SUNRUN'S DEFAULT; YOUR REMEDIES.** In addition to any other remedies you have under this Agreement, if Sunrun (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar System as set forth in Section G(4)

## 11. Dispute Resolution; Arbitration; Class Action Waiver

This Section sets forth the procedure for resolving disputes related to the Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. **INFORMAL DISPUTE RESOLUTION.** The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Sunrun will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. **ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.**
- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, you or Sunrun must take the following actions:
- (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at [www.jamsadr.com](http://www.jamsadr.com).

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- (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
- (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit [www.jamsadr.com](http://www.jamsadr.com), or call 1.800.352.5267.
- e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by:    \_    \_\_ (Initials)

## 12. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

c/o Sunrun Inc.  
Attn: Legal Department  
595 Market Street, 29th Floor  
San Francisco, CA 94105  
Phone: 855-478-6786  
Email: [customercare@sunrunhome.com](mailto:customercare@sunrunhome.com)

- 13. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.
- 14. You agree that Sunrun has the right to periodically check your consumer credit report. Sunrun may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.
- 15. IT SHALL NOT BE LEGAL FOR THE SELLER (LESSOR) TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED (LEASED) UNDER THIS AGREEMENT.
- 16. You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.
- 17. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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18. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
19. **Entire Agreement.** You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

## H. Notices of Right to Cancel

1. **We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.**
2. **In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:**
  - a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(12) that details the nature of the failure to perform and the date on which you first noticed the incident;
  - b. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
  - c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

- d. If, for a period of one hundred eighty (180) days after the Effective Date Sunrun fails to commence installation of the Solar System and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Sunrun and in a state ready to permit installation.
3. **We May Cancel This Agreement If:**
  - a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
  - b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;
  - c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;
  - d. you fail to respond to Sunrun's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
  - e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
  - f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own;

# DRAFT Solar Lease – for FPSC review

- g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

The law of the State of Florida requires that we advise you of your right to cancel this Agreement. See the attached notice of cancellation form for an explanation of this right.

## YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms (including, without limitation, the Auto-Pay discount);
- Have understood that Sunrun has the right to check your credit;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 20-year Agreement;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Sunrun Installation Services Inc. and/or its affiliates;
- and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by:    \_    \_\_ (Initials)

[Signature Page Follows]

# DRAFT Solar Lease – for FPSC review

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

SUNRUN INSTALLATION SERVICES INC.

Signature: \_ \_ \_ \_ \_

Print Name: \_ \_ \_ \_ \_

Date: \_ \_ \_ \_ \_

Title: \_ \_ \_ \_ \_

Federal Employer Identification Number: 26-2841711

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

Customer  
Primary Account Holder

Secondary Account Holder (Optional)

Signature

Signature

Date

Print Name

Email Address\*:

Mailing Address:

Phone:

*\*Email addresses will be used by Sunrun for official correspondence, such as sending monthly bills or other invoices.*

Sales Consultant

*By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to the Sunrun Code of Conduct, and that I obtained the homeowner's signature on this agreement.*

Signature

Print Name

Sunrun ID number

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## Exhibit

### A

#### Monthly Lease Payment Schedule and Prepayment Pricing

When you sign the Agreement, you will pay Sunrun a Deposit of \$0. At the start of installation of the Solar System, you will pay Sunrun an Initial Payment of \$0 (plus \$0 sales tax).

Each Monthly Lease Payment shown below is for the previous year. Each of your first 12 Monthly Lease Payments will be in the amount of \$\_\_\_\_\_. The Monthly Lease Payments shall increase by \_\_\_\_% annually during the Initial Term of the Agreement (the “Annual Increase”), effective as of the Monthly Lease Payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase

would not apply to any part of a Monthly Lease Payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date).

The Monthly Lease Payments shown below are before any applicable taxes and include a \$7.50 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be \$7.50 greater. For simplicity, the table below is based on the assumption that the In-Service Date will occur on the first day of the month.

Year	Monthly Lease Payment (including the Annual Increase)*	Estimated Prepayment Purchase Price^
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

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\*These Monthly Lease Payments assume an Annual Increase of %

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^At any time, you may prepay the balance of your estimated obligations under this Agreement. Please see Section B for additional information.

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Sunrun shall, on each anniversary of the In-Service Date, establish a new Monthly Lease Payment. The new monthly payment rate shall be the product of (A) (number to be fixed at the time of contracting) and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.21 per kWh, your Monthly Lease Payment would remain \$\_\_\_\_\_. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$\_\_\_\_\_.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by:    \_     \_\_ (Initials)



# DRAFT Solar Lease – for FPSC review

## EXHIBIT C NOTICE OF CANCELLATION

DATE OF AGREEMENT: \_\_\_ - \_\_\_ - \_\_\_

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 595 MARKET STREET, 29TH FLOOR, SAN FRANCISCO, CA 94105, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: \_ \_ \_ \_ \_

DATE: \_\_\_ - \_\_\_ - \_\_\_

# DRAFT Solar Lease – for FPSC review

## EXHIBIT C NOTICE OF CANCELLATION

DUPLICATE COPY

DATE OF AGREEMENT: \_\_\_ - \_\_\_ - \_\_\_

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC., AT 595 MARKET STREET, 29TH FLOOR, SAN FRANCISCO, CA 94105, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: \_ \_ \_ \_

DATE: \_\_\_ - \_\_\_ - \_\_\_

# DRAFT Solar Lease – for FPSC review

## EXHIBIT D Payment Forms

As a Sunrun customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in Section B and Exhibit A, and you will be required to pay your monthly Sunrun bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or by email at [customer@sunrun.com](mailto:customer@sunrun.com) to request invoices be sent through the US mail.

# DRAFT Solar Lease – for FPSC review

## ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING SUNRUN TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. SUNRUN WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

1. Sunrun will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled transfer date. If you inform Sunrun that an error exists on your statement, Sunrun will attempt to correct that error prior to your next statement to the extent permitted by law. Sunrun shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the information on your application, you must immediately notify Sunrun in writing of such changes. If Sunrun incurs charge-back fees as a result of inaccurate information you provide, then Sunrun shall bill you for those fees.
3. If you either do not notify Sunrun in writing of such changes or do so in an untimely fashion, Sunrun shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Sunrun's sole liability to you shall be Sunrun's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Sunrun incurs charge-back fees as a result of insufficient funds in your designated account, then Sunrun shall bill you for those fees.
5. Sunrun reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either Party may terminate this arrangement at any time by giving the other Party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Sunrun Customer Care at 1-855-478-6786 or by changing your billing preference in the Sunrun Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.
7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.
8. You represent to Sunrun that all persons whose signatures are required to withdraw funds from the above referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

### Primary Account Holder

### Secondary Account Holder (Optional)

Signature

Signature

Date

Print Name

# DRAFT Solar Lease – for FPSC review

## Check/Money Order Deposit Form

Sunrun customers paying Deposits or Monthly Lease Payments by check or money order must (i) enclose this document with each payment and (ii) include your Sunrun Customer ID number in the memo line of your check.

Please send payments to: Sunrun Inc.  
P.O. Box 511612  
Los Angeles, CA 90051-8167

<b>Customer Name:</b>	-	-	-	-	-	-	-	-
<b>Customer/Proposal ID #:</b>	-	-	-	-	-	-	-	-
<b>Customer Address:</b>	-	-	-	-	-	-	-	-
<b>Amount Enclosed:</b>	\$	-	-	-	-	-	-	-
<b>Description of Payment:</b>	<input type="checkbox"/> Deposit <input type="checkbox"/> Initial Payment <input type="checkbox"/> Monthly Lease Payment <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December							
<b>Date:</b>	-	-	-	-	-	-	-	-
Notes: _____	-	-	-	-	-	-	-	-
For Accounting Purposes Only								
Account Coding:	-	-	-	-	-	-	-	-
Fund:	-	-	-	-	-	-	-	-

# DRAFT Solar Lease – for FPSC review

## EXHIBIT E

### Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law and according to the terms of this agreement): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).
- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by:    \_    \_\_ (Initials)

# DRAFT Solar Lease – for FPSC review

## EXHIBIT F

Federal Consumer Leasing Act Disclosure  
(Pursuant to Code of Federal Regulations, Regulation M, 61 FR 52258 (Part 213), as amended)

Date:  
Lessor: Sunrun Installation Services Inc.  
Lessee(s):

### Monthly Lease Payment Schedule<sup>2†</sup>

<u>Amount Due at Lease Signing or Delivery</u>	<u>Monthly Lease Payments</u>	<u>Other Charges</u>
Deposit: \$0 (the "Deposit")  Delivery/installation fee: \$0 (the "Balance Payment")	Year 1: 12 monthly payments of \$ Year 2: 12 monthly payments of \$ Year 3: 12 monthly payments of \$ Year 4: 12 monthly payments of \$ Year 5: 12 monthly payments of \$ Year 6: 12 monthly payments of \$ Year 7: 12 monthly payments of \$ Year 8: 12 monthly payments of \$ Year 9: 12 monthly payments of \$ Year 10: 12 monthly payments of \$ Year 11: 12 monthly payments of \$ Year 12: 12 monthly payments of \$ Year 13: 12 monthly payments of \$ Year 14: 12 monthly payments of \$ Year 15: 12 monthly payments of \$ Year 16: 12 monthly payments of \$ Year 17: 12 monthly payments of \$ Year 18: 12 monthly payments of \$ Year 19: 12 monthly payments of \$ Year 20: 12 monthly payments of \$	If you do not pay by automatic withdrawal your monthly bill will be \$____ greater.
Total: \$0	Total Monthly Lease Payments excluding tax = Estimated average monthly tax payments = \$0.00	

† Total Payments. The amount you will have paid by the end of the Initial Term of the Agreement is \$\_\_\_\_\_.

**Purchase Option at End of Agreement Initial Term.** At the end of the Initial Term you will have the option to purchase the Solar System for the fair market value (FMV). The FMV price does not include applicable taxes which may be charged on the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.

**Other Important Terms.** Review your Agreement for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

-----  
**Official Fees and Taxes.** The total amount of estimated official fees and taxes you will have paid by the end

# DRAFT Solar Lease – for FPSC review

† The Initial Payment and Monthly Lease Payment amounts may change should the final Solar System design be smaller than the preliminary Solar System design. See Section E of the Agreement.



# DRAFT Solar Lease – for FPSC review

of the Initial Term of the Agreement (whether included with your monthly payments or assessed otherwise) is \$0.00.

Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the “In-Service Date”). Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”). Each month, Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

# DRAFT Solar Lease – for FPSC review

## EXHIBIT G System Specifications

As set forth in Section E of the Agreement, the primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, an inverter, racking materials, and a production meter. Other materials generally used as “balance of system” are disconnects, breakers, load centers, wires, and conduit.

Estimated solar system size: \_\_\_\_ kW DC

Your preliminary Solar System design references the following equipment:

Photovoltaic Array 1.0	Manufacturer	Model Number	Quantity
Inverter Array 1.0	Manufacturer	Model Number	Quantity

Your initials indicate that you have read and understand EXHIBIT G

Agreed and accepted by: \_ \_ (Initials)

[ ]

**Docket No. 20170273-EQ**

**In re: Petition of Sunrun Inc. for Declaratory Statement  
Concerning Leasing of Solar Equipment**

**Exhibit "B"**



## Solar savings in the Sunshine State

With a nickname like the Sunshine State, you can bet that Florida is packed with solar potential.

And when you're basking in 128 days of sun while inevitably cranking up the AC, a home solar system seems like a pretty bright idea. But where to start? We're here to help.

Sunrun has the answer to saving big on your electricity bill so you can take advantage of all that Florida living has to offer. As the largest dedicated residential solar company in the country, we make going solar simple.

### Home solar, hassle-free

Our BrightBuy™ (<https://www.sunrun.com/solar-plans-and-services/brightbuy>) and BrightAdvantage™ (<https://www.sunrun.com/solar-plans-and-services/brightadvantage>) plans let you buy and own your own solar system with a customized agreement based on your individual needs. You'll also get a custom solar design that meets the unique needs of your home and lifestyle.

Sunrun or one of our local partners will help prepare your one-of-a-kind design. They're the top solar installers in your area, so you can rest assured knowing your solar installation will be of the highest quality. We stand behind all of our solar products and services with the best warranties in the industry on our workmanship and equipment. We even ensure our roof penetrations are watertight for a full decade. Yeah, we thought of everything.

### Own your system and your savings

Owning your own solar system means the chance to take control of your energy bill, on your own terms. When you go solar with our BrightBuy (<https://www.sunrun.com/solar-plans-and-services/brightbuy>) plan, you just pay a one time upfront cost for the hardware and installation. You'll have complete ownership of the system, which also means that Federal and State solar incentives will go directly to you. So whenever your power company raises their rates on your neighbors, you can pat yourself on the back for making the smart choice to buy solar panels in Florida with Sunrun.

### Go solar on your own terms with Sunrun

We know that everyone's financial situation is different, which is why we also offer BrightAdvantage (<https://www.sunrun.com/solar-plans-and-services/brightadvantage>). You can purchase the entire solar system upfront with a hassle-free loan facilitated by Sunrun. You'll enjoy fast approvals, low fixed interest rates, and no upfront payments. We also provide multiple term options at very competitive borrowing costs. You'll still own your system so you can take advantage of Florida's numerous solar incentives.

### Cash in on Florida solar incentives

Whether you choose BrightBuy or BrightAdvantage, you'll be able to take direct advantage of solar incentives available to you. These include the Florida State Sales Tax Exemption<sup>1</sup> and the 30% Federal Investment Tax Credit.<sup>2</sup> All you have to do is sit back and soak up the savings.

## Get a free quote today

Customers have purchased over a quarter million solar panels with us. Take control of your electricity bill and lock in long-term savings with solar from Sunrun. See how much you could save on solar in a matter of minutes by getting a free quote (<https://gosolar.sunrun.com/free-solar-quote/?campid=SUNRUN1GOSOLAR>) or giving us a call (<https://www.sunrun.com/contact-us>). Our solar experts will help you get a customized solar design for your home.

1. <https://energy.gov/savings/solar-and-chp-sales-tax-exemption> (<https://energy.gov/savings/solar-and-chp-sales-tax-exemption>)

2. <https://energy.gov/savings/residential-renewable-energy-tax-credit> (<https://energy.gov/savings/residential-renewable-energy-tax-credit>)

We recommend contacting a tax professional to most accurately determine the impact of the ITC on your federal taxes.

[Where's Sunrun \(/solar-by-state\)](#) » Florida

## Energy Resources

SEIA Florida Solar Policy (<http://www.seia.org/state-solar-policy/florida>)

Florida Solar Energy Center (<http://www.fsec.ucf.edu/en/>)

Florida Power and Light (<https://www.fpl.com/clean-energy/solar.html>)

## See if you qualify

Go solar in 3 easy steps

1

2

3

### Do you own your home?

Yes

No, I rent my home

Zip Code

NEXT >

### Cost of Solar (/solar-lease/cost-of-solar)

As electricity rates are rising the cost of solar panels have never been lower. Switch to home solar and save with Sunrun.

### Plans & Services (/our-plans-and-services)


Find the best home solar plan within your budget today. You can go solar and save for little to \$0 down with Sunrun.

### Where's Sunrun (/solar-by-state)

Sunrun has over 180,000 happy solar customers who save on electricity each month. Locate solar services in your state.

 [Solar Installation \(/how-it-works/solar-design-and-installation\)](/how-it-works/solar-design-and-installation)


Sunrun takes care of everything from installation, to submitting permits, and working with your utility and the city.

 [Solar Warranty \(/why-sunrun/lifetime-support\)](/why-sunrun/lifetime-support)

Sunrun has you covered with a lifetime home solar warranty, when you choose a Solar Lease or Solar PPA agreement.

 [Home Solar Blog \(/home-solar-blog\)](/home-solar-blog)

From solar news to smart home energy saving tips, learn how solar is helping thousands save on rising energy costs.

 [Why Sunrun \(/why-sunrun\)](/why-sunrun)

Easily compare solar companies today, and see why Sunrun is your best choice for home solar power.

 [Solar Reviews \(/why-sunrun/solar-reviews\)](/why-sunrun/solar-reviews)

Don't take our word for it, see what our happy home solar customers are saying today!



(/)





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 (<https://www.youtube.com/user/SunRunHomeSolar/>)

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\*Estimated savings based on a projected annual utility rate increase of 3.16% over the life of the system. Actual savings will vary. Savings depends on several factors, including product type, system production, geography, weather, shade, electricity usage, full utilization of the 30% solar Investment Tax Credit by the system owner, and utility rate structures and rate increases. Analysis based on customers who enrolled with Sunrun between October 15, 2014 and October 15, 2015.



# SUNRUN HOME SOLAR BLOG



(/home-solar-blog)

## Florida Sun, Meet Sunrun.

Posted on June 19, 2017 by Kenton Warren

Tweet



Sunrun is expanding to the Sunshine State! We're so excited to offer Floridians the option to take control of their energy production and save money on their energy bills by going solar. Over 75,000 Florida homes are powered by the sun, and we can't wait to help that number grow.

### **Solar energy is expected to flourish in Florida over the next 5 years.**

Florida is projected to add 2,475 MW of solar energy by 2022, which will almost quadruple the state's current solar output. We're thrilled that more and more Floridians are thinking about going solar. As the country's largest residential solar energy provider, we have over a decade worth of experience helping families across the nation choose to power their homes with local, renewable energy. We can't wait to help Florida families do the same.

### **Florida homeowners can save big on their electricity bills by going solar.**

In Florida, the price of solar energy has dropped by 64% in the last 5 years, and the average monthly electricity bill is almost 15% higher than the national average. That means there's no better time to go solar. Choosing to go solar is a smart move for those looking to insulate themselves from rising electricity rates nationwide.

### **Florida has the 3rd highest rooftop solar potential in the country.**

Florida enjoys 128 days of sun every year! All that sunshine means Florida residents can produce more solar energy than all but two other states. Homeowners can cash in on that solar potential by choosing to go solar with Sunrun: our cost-effective payment plans are flexible and designed with savings in mind. We know that going solar is an investment in the future, and we want to make that investment accessible to as many homeowners as we can.

### **Florida voters have chosen to protect their choice to go solar.**

With the rejection of Amendment 1 in last November's state election, Floridians ensured they could decide where and how they got their energy. The bill would have placed limits on the expansion of rooftop solar in the state. We're thrilled that Florida voters chose to retain their ability to save money and the environment by powering their homes with solar energy.

### **Florida's industry is run by the sun.**

Imagine citrus orchards, theme parks, and the Everglades without the sun. Impossible, right? Florida's industry is built around sunny days and warm weather. The state is the most popular travel destination worldwide and the nation's largest producer of citrus fruit. Fun fact: it's also the birthplace of Gatorade (named for the Florida Gators) and Coppertone suntan lotion (why are we not surprised?).

### It's easy to choose Sunrun for your Florida home.

Are you a Florida homeowner thinking about going solar? There's no better time to switch to clean, renewable energy. Click the button below to learn more about going solar with Sunrun in Florida.




(<http://www.sunrun.com/solar-by-state/fl>)

**Sources:**

<http://www.seia.org/state-solar-policy/florida> (<http://www.seia.org/state-solar-policy/florida>)

<http://www.50states.com/facts/florida.htm> (<http://www.50states.com/facts/florida.htm>)

<https://thinkprogress.org/florida-amendment-1-fails-52e07bb50adf> (<https://thinkprogress.org/florida-amendment-1-fails-52e07bb50adf>)

 Home Solar Blog  
 (/home-solar-blog) [Lynn's Blog \(/home-solar-blog/solar-industry-insights\)](#)

## SOLAR SAVINGS ARE BIG See if you qualify

Go solar in 3 easy steps

1

2

3

**Do you own your home?**

**Yes**

**No, I rent my home**

Zip Code

NEXT >

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As electricity rates are rising the cost of solar panels have never been lower. Switch to home solar and save with Sunrun.

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Don't take our word for it, see what our happy home solar customers are saying today!



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\*Estimated savings based on a projected annual utility rate increase of 3.16% over the life of the system. Actual savings will vary. Savings depends on several factors, including product type, system production, geography, weather, shade, electricity usage, full utilization of the 30% solar investment Tax Credit by the system owner, and utility rate structures and rate increases. Analysis based on customers who enrolled with Sunrun between October 15, 2014 and October 15, 2015.