

Amendment No.

CHAMBER ACTION

Senate

House

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Representative Berman offered the following:

**Amendment (with title amendment)**

Remove lines 126-326 and insert:

RENEWABLE ENERGY SOURCE DEVICE SALES

520.20 Definitions.— As used in this part, the term:

(1) "Agreement" means a contract executed between a buyer or lessee and a seller that leases or sells a distributed energy generation system. For purposes of this part, the term includes retail installment contracts.

(2) "Buyer" means a person that enters into an agreement to buy or lease a renewable energy source device from a seller.

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

13 (3) "Lessee" means a person that enters into an agreement  
14 to lease or rent a renewable energy source device.

15 (4) "Retail installment contract" means an agreement  
16 executed in this state between a buyer and a seller in which the  
17 title to, or a lien upon, a renewable energy source device is  
18 retained or taken by the seller from the buyer as security, in  
19 whole or in part, for the buyer's obligations to make specified  
20 payments over time.

21 (5) "Seller" means a person regularly engaged in, and  
22 whose business substantially consists of, selling or leasing  
23 goods, including a renewable energy source device, to buyers or  
24 lessees. A seller that is also an installer must be licensed  
25 under chapter 489.

26 520.21 Applicability.—This part applies to agreements to  
27 sell or lease a renewable energy source device and is  
28 supplemental to other provisions contained in part III related  
29 to retail installment contracts. If any provision related to  
30 retail installment contract requirements for a distributed  
31 energy generation system under this part conflicts with any  
32 other provision related to retail installment contracts, this  
33 part controls.

34 520.22 Safety compliance.—A seller who installs a  
35 renewable energy source device must comply with applicable  
36 safety standards established by the Department of Business and

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

37 Professional Regulation pursuant to chapter 489 and part IV of  
38 chapter 553

39 520.23 Disclosures required.—Each agreement governing the sale  
40 or lease of a renewable energy source device as defined in s.  
41 193. 624, shall include, at a minimum, a written statement  
42 printed in at least 12-point type that is separate from the  
43 agreement, is separately acknowledged by the buyer or lessee,  
44 and includes the following information and disclosures, if  
45 applicable:

46 (1) The name, address, telephone number, and e-mail  
47 address of the buyer or lessee.

48 (2) The name, address, telephone number, e-mail address,  
49 and valid state contractor license number of the person  
50 responsible for installing the renewable energy source device.

51 (3) The name, address, telephone number, e-mail address,  
52 and valid state contractor license number of the renewable  
53 energy source device maintenance provider, if different from the  
54 person responsible for installing the renewable energy source  
55 device.

56 (4) A written statement indicating whether the buyer or  
57 lessee is purchasing or leasing the renewable energy source  
58 device.

59 (a) If leasing the renewable energy source device, the  
60 written statement must include a disclosure in substantially the  
61 following form: "You are entering into an agreement to lease a

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

62 renewable energy source device. You will lease (not own) the  
63 device installed on your property."

64 (b) If purchasing the renewable energy source device, the  
65 written statement must include a disclosure in substantially the  
66 following form: "You are entering into an agreement to purchase  
67 a renewable energy source device. You will own (not lease) the  
68 device installed on your property."

69 (5) The total cost to be paid by the lessee, including any  
70 interest, installation fees, document preparation fees, service  
71 fees, or other fees. If late fees may apply, the description  
72 must describe the circumstances triggering such late fees.

73 (6) A payment schedule, including any amounts owed at the  
74 sale, at the contract signing, at the commencement of  
75 installation, at the completion of installation, and any final  
76 payments. If the renewable energy source device is being leased,  
77 the written statement must include the frequency and amount of  
78 each payment due under the lease and the total estimated lease  
79 payments over the term of the lease.

80 (7) Each state or federal tax incentive or rebate, if any,  
81 relied upon by the seller in determining the price of the  
82 renewable energy source device.

83 (8) A description of the assumptions used to calculate any  
84 estimated savings of the renewable energy source device, and if  
85 such estimates are provided, a statement in substantially the  
86 following form:

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

87 "It is important to understand that future electric utility  
88 rates are estimates only. Your future electric utility rates may  
89 vary."

90 (9) If leasing the renewable energy source device, a  
91 description of any one-time or recurring fees, including, but  
92 not limited to, estimated system removal fees, maintenance fees,  
93 or interconnection fees. If late fees may apply, the description  
94 must describe the circumstances triggering such late fees.

95 (10) If financing the renewable energy source device, a  
96 statement from the financing company or lender that includes a  
97 disclosure in substantially the following form: "Your renewable  
98 energy source device is financed, carefully read any agreements  
99 and/or disclosure forms provided by your lender. This statement  
100 does not contain the terms of your financing agreement. If you  
101 have any questions about your financing agreement, contact your  
102 finance provider before signing a contract."

103 (11) A provision notifying the buyer or lessee of the  
104 right to rescind the agreement for a period of at least 3  
105 business days after the agreement is signed.

106 (12) A description of the renewable energy source device,  
107 which must be certified pursuant to s. 377.705, including the  
108 make and model of the major components, system size, estimated  
109 first-year energy production, estimated annual energy production  
110 decreases, and if utility compensation for excess energy  
111 generated by the device is available at the time of contract

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

112 signing. A seller who provides a warranty or guarantee of the  
113 energy production output of the renewable energy source device  
114 may provide a description of such warranty or guarantee in lieu  
115 of a description of the renewable energy source device and  
116 components.

117 (13) A description of any performance or production  
118 guarantees.

119 (14) If leasing a renewable energy source device, a  
120 description of the ownership and transferability of any tax  
121 credits, rebates, incentives, or renewable energy certificates  
122 associated with the renewable energy source device, including a  
123 disclosure as to whether the lessor will assign or sell any  
124 associated renewable energy certificates to a third party.

125 (15) A statement in substantially the following form:  
126 "You are responsible for property taxes on property you own.  
127 Consult a tax professional to understand any tax liability or  
128 eligibility for any tax credits that may result from the  
129 purchase of your renewable energy source device."

130 (16) The approximate start and completion dates for the  
131 installation of the renewable energy source device.

132 (17) If leased, a disclosure as to whether maintenance and  
133 repairs of the renewable energy source device are included in  
134 the purchase price.

135 (18) A disclosure as to whether any warranty or  
136 maintenance obligations related to the renewable energy source

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

137 device may be sold or transferred by the seller to a third party  
138 and, if so, a statement in substantially the following form:  
139 "Your contract may be assigned, sold, or transferred without  
140 your consent to a third party who will be bound to all the terms  
141 of the contract. If a transfer occurs, you will be notified if  
142 this will change the address or phone number to use for system  
143 maintenance or repair requests."

144 (19) If the buyer is purchasing the renewable energy  
145 source device, a disclosure notifying the buyer of the  
146 requirements for interconnecting the system to the utility  
147 system.

148 (20) A disclosure notifying the buyer or lessee of the  
149 party responsible for obtaining interconnection approval.

150 (21) A description of any roof warranties.

151 (22) If leasing a renewable energy source device, a  
152 disclosure notifying the lessee whether the lessor will insure a  
153 leased renewable energy source device against damage or loss  
154 and, if applicable, and the circumstances under which the seller  
155 will not insure the device against damage or loss.

156 (23) A statement, if applicable, in substantially the  
157 following form: "You are responsible for obtaining insurance  
158 policies or coverage for any loss of or damage to the device.  
159 Consult an insurance professional to understand how to protect  
160 against the risk of loss or damage to the device."

060325

Approved For Filing: 4/21/2017 3:57:13 PM

Amendment No.

161       (24) A disclosure notifying the buyer or lessee whether  
162 the seller or lessor will place a lien on the buyer's or  
163 lessee's home or other property as a result of entering into a  
164 purchase or lease agreement for the renewable energy source  
165 device.

166       (25) If leasing a renewable energy source device, a  
167 disclosure notifying the lessee whether the seller or lessor  
168 will file a fixture filing or a State of Florida Uniform  
169 Commercial Code Financing Statement Form (UCC-1) on the  
170 renewable energy source device.

171       (26) A disclosure identifying whether the agreement  
172 contains any restrictions on the buyer's or lessee's ability to  
173 modify or transfer ownership of a renewable energy source  
174 device, including whether any modification or transfer is  
175 subject to review or approval by a third party.

176       (27) A disclosure as to whether any lease agreement may be  
177 transferred to a purchaser upon sale of the home or real  
178 property to which the device is affixed, and any conditions for  
179 such transfer.

180       (28) A blank section that allows the seller to provide  
181 additional relevant disclosures or explain disclosures made  
182 elsewhere in the disclosure form.

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185                   **T I T L E   A M E N D M E N T**

060325

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186 | Remove line 13 and insert:  
187 | F.S., entitled "Renewable Energy Source Device

060325

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