

ATTACHMENT A

DISCLAIMER

POSSIBLE FUTURE RULES and/or RATE CHANGES AFFECTING YOUR PHOTOVOLTAIC (PV) SYSTEM

The following is a supplement to the Grid-Tied Residential Solar Electric PV Application you signed with Tucson Electric Power Company (TEP).

1. Your PV system is subject to the current rates, rules and regulations established by the Arizona Corporation Commission (Commission). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from TEP.
2. TEP's electricity rates, charges and service fees are determined by the Commission and are subject to change based upon the decision of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your PV system.
3. Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by TEP or the Commission. They are based on projections formulated by external third parties not affiliated with TEP or the Commission.

Initials _____

In its pending rate case that was filed on November 5, 2015, TEP has asked the Commission for approval to change the retail customer credit for excess energy placed on the grid and to eliminate the monthly energy carryover (banked credits). These changes, if approved by the Commission, may affect your bill. Other parties participating in the rate case may recommend different proposals that may affect your bill in other ways. The Commission is not bound by any party's proposal and may accept, reject, or modify any proposed rate, charge or term of service.

Initials _____

By signing below, you acknowledge that you have read and understand the above disclaimer. Please return to TEP.

Main Customer's Printed Name

Main Customer's Signature

Installation Address

Date

ATTACHMENT B

System Qualifications, Electric Service Requirements and Interconnection Requirements

The installed PV system must at all times meet the system qualification requirements for residential and grid-connected PV systems as set forth in the current “Electric Service Requirements”, “Distributed Generation Interconnection Requirements” (DGIRs), and TEP’s “Rules and Regulations”, as amended from time to time, the terms of which are fully incorporated herein by reference (PV systems are defined as “Generating Facility” in the DGIRs). Complete copies of the “Electric Service Requirements” and “Distributed Generation Interconnection Requirements” conformed to ACC Docket No. E-00000A-99-0431 are located at <https://www.tep.com/customer/construction/esr/> under the “Customer Care” - “Construction Services” tab. TEP’s “Rules and Regulations” dated July 1, 2013 are located at <https://www.tep.com/customer/rates/> under the “Rules and Regulations” tab. Customer acknowledges that it has adequate notice of and access to these online documents, has read the documentation, and waives any objection thereto. Hard copies will be provided upon request.

Main TEP Customer's Printed Name

Main TEP Customer's Signature

Installation Address

Date

Installer



CONSUMER ACKNOWLEDGEMENT

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

Adherence to A.R.S. § 44-1763

Consumers buying, financing or leasing a solar distributed energy generation system ("System") must receive certain disclosures from the manufacturer and solar installers regarding warranties, payment obligations, performance data and major System components as set forth in **A.R.S. § 44-1763**.

As part of the installer's interconnection application process for the purchase or lease of a System, consumers must acknowledge below that they have had the opportunity to review their contract documentation to ensure that it contains all the required information set forth on the attached Table 1, **A.R.S. § 44-1763** Contract Requirements.

TEP will reject interconnection applications which do not include a signed copy of this acknowledgement.

I, CONSUMER:

- Have read the attached Table 1, **A.R.S. § 44-1763** Contracts Requirements
- Have been given the opportunity to review the contract documentation for the purchase or lease of my System to ensure that it contains all the required information set forth on the attached Table 1, **A.R.S. § 44-1763** Contract Requirements.

Consumer Signature _____

Consumer Printed Name: _____

Address: _____

City/State/Zip: _____

TEP Account #: _____

Date: _____

TABLE 1.

A.R.S. § 44-1763 CONTRACT REQUIREMENTS

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

An agreement governing the financing, sale or lease of a distributed energy generation System to any person or a political subdivision of this state must include:

<ul style="list-style-type: none">• No blank spaces affecting the timing, value or obligations of the agreement at the time of installation.
<ul style="list-style-type: none">• At least ten-point type
<ul style="list-style-type: none">• The right to rescind the contract for a period of not less than three (3) business days after the contract is signed by the buyer or lessee and before the distributed energy generation system is installed.
<ul style="list-style-type: none">• A description of the make and model of the System's major components, or a guarantee of the energy production that the System will provide over the life of the Contract.
<ul style="list-style-type: none">• For purchases, a breakdown of the following (if applicable):<ul style="list-style-type: none">○ Total purchase price or cost of the lifetime of the Contract○ Any interest, installation fee, doc prep fees, service fees or other costs to be paid
<ul style="list-style-type: none">• For financed or leased Systems, a breakdown of the following (if applicable):<ul style="list-style-type: none">○ Total number of payments○ Payment frequency○ The amount of each payment○ Payment due date
<ul style="list-style-type: none">• The current and applicable tax incentives, rebates or other state or federal incentives, and any conditions or requirements needed to obtain these incentives.
<ul style="list-style-type: none">• The current tax obligations, including the assessed value and property tax assessments, as applicable and calculated in the year the contract was signed, transaction privilege taxes, and any obligations for transfer tax credits or tax incentives.
<ul style="list-style-type: none">• How warranty or maintenance information obligations may be sold to or transferred to a 3rd-party.
<ul style="list-style-type: none">• A written warranty statement that includes responsibilities assumed or disclaimed and performance data of the System and components.
<ul style="list-style-type: none">• Any restrictions on the ability to modify or transfer ownership of the System, including whether any modification or transfer is subject to review or approval by a third party, and such third party's full contact information
<ul style="list-style-type: none">• Any third-party review requirements in the event of a modification or transfer of ownership of the real property to which the System is or will be affixed, including such third-party's full contact information
<ul style="list-style-type: none">• A summary of the total financing, operating, maintenance and construction costs of the System costs of System.
<ul style="list-style-type: none">• The contact information of the entity that may assume the obligation of maintenance, or warranty, should it be transferred.
<ul style="list-style-type: none">• If the agreement contains an estimate of the buyer's or lessee's future utility charges based on projected utility rates after the installation, it must also provide an estimate of utility charges during the same period with at least a plus or minus 5% range from current utility costs.
<ul style="list-style-type: none">• A statement that utility rates, structures, and projected savings are subject to change. Also, that any tax incentives may change or be terminated by executive, legislative or regulatory action.