



Instructions for Preparing
New York Generation System Disclosure Form

1. Provide a completed form to Residential and Small Commercial Customers prior to or at the same time as providing a sales agreement/contract for signature.
2. All bracketed, highlighted information must be replaced with the information indicated. The brackets and highlighting should be removed.
3. Text that is not bracketed or highlighted may not be removed or edited.
4. The color and font type and size may be modified so long as the font size is no smaller than 10 point.
5. The “Maintenance and Repairs” section must include the text “This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended” if the contract does not include system maintenance provisions and must include the text “This contract does not include System Repairs, actions needed to fix malfunctions” if the contract does not include system repair provisions.
6. The “Roof Warranty” section must include the text “Your roof is not warrantied against leaks or other damage resulting from System installation” if the contract does not include a roof warranty, unless the system is not being installed on a roof, in which case the section may be removed.
7. The “Guarantees” section must include the text “This contract does not guarantee savings” if the contract does not guarantee that the customer will save money, when comparing their utility bill plus contract costs to their hypothetical utility bill without the project. The “Guarantees” section must include the text “This contract does not guarantee a minimum level of system performance or production of energy” if the contract does not guarantee of specific level of system production.
8. If the provider will make any security filings in connection with the contract, including liens, fixture filings, or UCC-1 filings, that must be disclosed in the “Other Important Terms” section.
9. The rows may not be rearranged or removed, except that (a) the “Roof Warranty” section may be removed if the system will not be installed on a roof; (b) for system purchase contracts with no term, the “Length of Agreement and End of Contract Term” may be removed; (c) for system purchase contracts with no provisions related to early termination or sale of property, the “Early Termination and Selling Your Property” section may be removed; and (d) the “Other Important Terms” section may be removed if not used.
10. The “Price, Fees, and Charges” section must include a list and description of all applicable fees, including but not limited to: security deposit, application fee, system transfer fee, late payment fee, and fees associated with payment methods. This section should note any fees

that are refundable. Total Cost or Total Estimated Cost must be included for Lease and Purchase contracts

11. If the Provider included estimated savings in marketing or other communications to the customer, estimated savings must be provided in the “Estimated Benefits” section. If the Provider did not provide estimated savings, the Provider may choose to only include estimated kWh and whether that generation will be provided as kWh bill credits or as monetary bill credits based on the Value Stack in the Estimated Benefits section, and no savings estimate, or may choose to include a savings estimate as well. Savings estimates must be calculated in compliance with the requirements in the Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS).
12. The form should be signed by the same official or representative of the provider who signs the contract with the customer. It may be provided to the customer already signed or it may be provided to the customer unsigned and countersigned at a later date.