

D R A F T

SUMMARY

Digest: Says what a person must tell a resident before selling or leasing a solar energy system to the resident. Says what must be in a contract for a sale or lease of a solar energy system. (Flesch Readability Score: 64.0).

Requires a solar energy contractor or person that installs a solar energy system to have a license appropriate for the scope of work the solar energy contractor or person will perform.

Specifies disclosures required in purchase agreements, lease agreements and power purchase agreements related to solar energy systems. Specifies elements and provisions that an installation contract for a solar energy system must have.

Prohibits deceptive statements concerning the provisions of an installation contract. Punishes a violation or a failure to comply with the provisions of the Act as an unlawful practice under the Unlawful Trade Practices Act.

Takes effect on the 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to solar energy systems; creating new provisions; amending ORS 646.608; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. As used in sections 1 to 6 of this 2026 Act:

(1) “Customer” means a resident that owns or leases residential real property and receives a solicitation from, or executes a contract with, a solar energy contractor to purchase and install a solar energy system on residential real property that the resident owns or leases.

(2) “Dealer fee” means an amount that a solar energy contractor or sales agent pays to a lender in order to offer a customer credit to finance a purchase and installation of a solar energy system.

(3) “Electric utility” has the meaning given that term in ORS

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 **757.300.**

2 (4) “Installation contract” means an agreement between a solar
3 energy contractor and a customer, or a sales agent and a customer,
4 the purpose of which is to provide for installing a solar energy system
5 on the customer’s residential real property for a total cost that ex-
6 ceeds \$1,000.

7 (5) “License” means a license the Department of Consumer and
8 Business Services issues under ORS 479.630 or 479.910 to authorize a
9 person to engage in business or employment as an electrical contrac-
10 tor, a limited renewable energy contractor, a general supervising
11 electrician, a limited supervising electrician, a general journeyman
12 electrician, a limited energy technician or a limited renewable energy
13 technician.

14 (6) “Major component” means an inverter, power module, solar
15 panel, rack or battery or other energy storage system included in a
16 solar energy system.

17 (7) “Nameplate rating” means a solar energy system’s normal
18 maximum operating capacity at full load, measured, as appropriate,
19 in watts, kilowatts or other applicable measurements.

20 (8) “Net metering” has the meaning given that term in ORS 757.300.

21 (9) “Power purchase agreement” means an agreement between a
22 resident and another person under the terms of which the other per-
23 son:

24 (a) Arranges for a solar energy contractor to supply and install a
25 solar energy system on residential real property at little or no cost to
26 the resident; and

27 (b) Sells the power generated from the solar energy system to the
28 resident.

29 (10) “Resident” means an individual natural person who resides in
30 this state.

31 (11) “Sales agent” means a person that solicits, negotiates or exe-

1 cutes an installation contract with a resident on behalf of a solar en-
2 ergy contractor.

3 (12)(a) "Solar energy contractor" means a person that engages in
4 the business of:

5 (A) Selling or leasing solar energy systems to customers;

6 (B) Installing solar energy systems on residential real property on
7 behalf of another person; or

8 (C) Selling power from solar energy systems installed on residential
9 real property to residents under the terms and conditions of power
10 purchase agreements.

11 (b) "Solar energy contractor" does not include:

12 (A) A resident who installs a solar energy system on the resident's
13 own property; or

14 (B) A person from which a resident may purchase a solar energy
15 system at retail that the resident may install or have a third party
16 install on residential real property the resident owns or leases.

17 (13) "Solar energy system" means an assembly of wiring, equip-
18 ment, devices and components that has the primary purpose of con-
19 verting sunlight into electricity by photovoltaic effect for a resident's
20 use for personal, family or household purposes, that may have the
21 capacity to store and transfer the electricity and that could qualify as
22 a net metering facility.

23 (14) "Solicitation" means communication with a resident for the
24 purpose of offering, negotiating or executing an installation contract
25 that involves contact by any of the following methods:

26 (a) In person;

27 (b) A telephone call or text message;

28 (c) An advertisement through the Internet, television, radio or
29 printed publication;

30 (d) Direct mail or flyers left at a resident's property; or

31 (e) Other methods that attract a resident's attention and cause the

1 resident to contact the sales agent.

2 **SECTION 2.** A sales agent or solar energy contractor may not exe-
3 cute or perform an installation contract with a resident unless the
4 sales agent or solar energy contractor and any person that under the
5 terms of the installation contract installs, repairs, replaces or main-
6 tains a solar energy system on the sales agent's or solar energy
7 contractor's behalf has a license that is necessary and appropriate for
8 the scope of work the person will perform.

9 **SECTION 3.** (1)(a) Before concluding a sale or lease of a solar en-
10 ergy system to a resident or before entering into a power purchase
11 agreement with a resident, a sales agent or solar energy contractor
12 shall provide the resident with the following disclosures:

13 (A) A disclosure with the elements listed in subsection (2) of this
14 section if the sales agent or solar energy contractor sells a solar en-
15 ergy system to a resident;

16 (B) A disclosure with the elements listed in subsection (3) of this
17 section if the sales agent or solar energy contractor leases a solar en-
18 ergy system to a resident; or

19 (C) A disclosure with the elements listed in subsection (4) of this
20 section if the sales agent or solar energy contractor enters into a
21 power purchase agreement with the resident.

22 (b) A disclosure described in paragraph (a) of this subsection must
23 be written in plain language, may not exceed four pages in length and
24 must consist of text that is not smaller than the equivalent of a
25 10-point printed typeface. A written disclosure must provide spaces
26 after each required element of the disclosure in which a resident may
27 acknowledge reading and understanding each element by signing the
28 resident's initials or by making or adopting another written acknowl-
29 edgement.

30 (c) A sales agent or solar energy contractor may make a disclosure
31 described in paragraph (a) of this subsection orally, but must include

1 the same elements and use the same language the sales agent or solar
2 energy contractor must use in a written disclosure under paragraph
3 (a) of this subsection.

4 (2) A disclosure for a sale of a solar energy system must:

5 (a) State a name, telephone number, business address and any
6 available electronic contact information for the sales agent or solar
7 energy contractor and for the person that will install the solar energy
8 system, if the solar energy contractor will not install the solar energy
9 system.

10 (b) List the name and license number of the limited renewable en-
11 ergy technician or electrician that will install, maintain, replace or
12 repair the solar energy system and the license number of the limited
13 renewable energy contractor or electrical contractor that employs the
14 limited renewable energy technician or electrician.

15 (c) State the purchase price of the solar energy system, including
16 as separate items any and all one-time or recurring applicable fees,
17 taxes, installation charges, surcharges or other costs and expenses
18 that the resident would pay for the complete solar energy system as
19 installed on the resident's property.

20 (d) State the exact amount the sales agent or solar energy con-
21 tractor paid as a dealer fee or other inducement to a lender to obtain
22 financing, even if the financing is not incorporated directly into the
23 installation contract.

24 (e) State all amounts due upon execution of the contract of sale and
25 at the time installation of the solar energy system begins or ends.

26 (f) Estimate the dates on which installation of the solar energy
27 system will begin and end.

28 (g) Describe the solar energy system with the following details:

29 (A) All major components that will compose the solar energy sys-
30 tem;

31 (B) The capacity of the solar energy system measured in direct

1 current kilowatts, if appropriate, and the estimated production of
2 electricity during the first year of use;

3 (C) Whether the solar energy system includes an energy storage
4 component and, if so, the capacity of the energy storage component
5 measured in kilowatt hours; and

6 (D) An estimate of the expected degradation in electricity gener-
7 ation capacity per year of use.

8 (h) Estimate the amount of electrical energy the solar energy sys-
9 tem will produce in the first year of operation, measured in kilowatt
10 hours, and describe the methodology used in determining the estimate,
11 which must:

12 (A) Use a nationally recognized industry-standard tool;

13 (B) Consider the site-specific characteristics of the solar energy
14 system, such as the location, orientation and angle of the solar energy
15 system's photovoltaic panels and any shade that affects the reception
16 of sunlight;

17 (C) Account, at a minimum, for differences in electric energy pro-
18 duction during the month of June and the month of December; and

19 (D) Not exceed the optimal performance rating that the manufac-
20 turer specifies for the inverter incorporated into the solar energy sys-
21 tem.

22 (i) Explain the annual accounting for, or disposition of, any unused
23 net metering credits or other applicable credits.

24 (j) Estimate in good faith the electric energy cost savings the resi-
25 dent will realize by using electricity generated from the solar energy
26 system during the first 12 months after the solar energy system is
27 interconnected with the local electric utility's power grid. The esti-
28 mate must calculate savings using the electric utility's current policy,
29 billing rate and method of valuing excess kilowatt hours that applies
30 to the resident's electricity use unless an updated policy, billing rate
31 and method of valuing excess kilowatt hours has been approved and

1 finalized and will apply during the 12-month period. The estimate may
2 use a detailed history of the resident's electricity use for the calcu-
3 lation if the resident agrees.

4 (k) State that the solar energy system does not provide backup
5 electric power unless the system has an energy storage component.

6 (L) State whether and the extent to which the purchase of the solar
7 energy system includes maintenance or repairs for the solar energy
8 system and the annual or per-incident cost of the maintenance or re-
9 pairs, as appropriate, to the resident.

10 (m) State whether and the extent to which the solar energy con-
11 tractor or the person that installs the solar energy system provides
12 an allowance or warranty for repairs to the resident's property as a
13 consequence of the installation or removal of the solar energy system.

14 (n) Describe any performance or production guarantee for the solar
15 energy system.

16 (o) Describe the basis for any estimates of savings in the resident's
17 monthly or annual cost of energy, which must include:

18 (A) The current rate at which the resident receives electricity from
19 the resident's electric utility;

20 (B) The assumptions used in estimating any projected increases in
21 the rate;

22 (C) Which fixed costs to the resident will not change in proportion
23 to or in connection with the resident's use of electricity or the solar
24 energy system's generation of electricity; and

25 (D) An estimate of the solar energy system's production of elec-
26 tricity that will exceed the resident's needs and an estimated rate or
27 amount of compensation the resident can expect to receive from the
28 electric utility as compensation for the excess electricity.

29 (p) State contact information for the utility department that will
30 approve any interconnection of the solar energy system with the power
31 grid of the resident's local electric utility.

1 (q) State who will receive any available renewable energy tax cred-
2 its, any unused applicable bill credits from on-site generation or other
3 credits.

4 (r) Include a statement with substantially the following language:
5

6 If your solar energy system is installed on residential property, your
7 tax liability must be sufficiently large to use any renewable energy tax
8 credits that allow you to offset taxes that you owe to the federal gov-
9 ernment but do not provide money directly to you. IF YOU ARE
10 PARTICIPATING IN GOVERNMENT ASSISTANCE PROGRAMS OR
11 ARE ON A FIXED INCOME, YOU MIGHT NOT BE ELIGIBLE FOR
12 RENEWABLE ENERGY TAX CREDITS. Related items may not be el-
13 igible for a tax credit, including the cost of repairs to your roof and
14 financing fees. You should consult an independent tax professional if
15 you are relying on a tax credit to afford the cost of the solar energy
16 system installation. For more information, contact the Internal Reve-
17 nue Service.

18
19 (s) Include a separate statement with substantially the following
20 language:
21

22 It is important to understand that electric utility rates and net
23 metering program rates may go up or down and actual savings may
24 vary. Historical data are not necessarily representative of future re-
25 sults. For further information about rates, contact your local electric
26 utility or the Public Utility Commission. Tax incentives and other in-
27 centives available from a state government or the federal government
28 are subject to change, expiration or termination, which may affect
29 estimates of savings. Please read your contract carefully for more de-
30 tails.

1 (t) Include a recommendation, written all in capital letters, that
2 reads:

3 _____
4 IF YOU INTEND TO GET A LOAN TO PAY FOR ALL OR PART
5 OF AMOUNTS DUE UNDER THIS CONTRACT, YOU SHOULD WAIT
6 UNTIL YOU RECEIVE APPROVAL FOR THE LOAN BEFORE YOU
7 SIGN THIS CONTRACT AND YOU SHOULD VERIFY WHETHER
8 LOAN PAYMENTS WILL BE DUE BEFORE THE SOLAR ENERGY
9 SYSTEM IS OPERATIONAL. THIS CONTRACT WILL NOT ALTER
10 YOUR OBLIGATION TO PAY YOUR ELECTRIC UTILITY FOR
11 AMOUNTS DUE ON YOUR ELECTRICAL BILL.

12 _____
13 (u) Include an explanation of the customer's rescission rights,
14 written all in capital letters, that notes that the date on which the
15 customer sends a cancellation notice by electronic mail is the date of
16 record and that includes space for the customer to initial a written
17 acknowledgement of having read and understood the explanation. The
18 explanation must read:

19 _____
20 YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN
21 THREE BUSINESS DAYS AFTER YOU SIGN THIS CONTRACT. TO
22 CANCEL, YOU MUST NOTIFY IN WRITING THE PERSON IDENTI-
23 FIED FOR THIS PURPOSE IN THIS CONTRACT AND YOU MUST
24 SEND THE NOTICE TO THE PERSON BY E-MAIL OR BY CERTIFIED
25 POSTAL MAIL NO MORE THAN THREE BUSINESS DAYS AFTER
26 SIGNING THE CONTRACT. IF YOU SEND A CANCELLATION NO-
27 TICE BY E-MAIL, FOR THE PURPOSE OF DETERMINING YOUR
28 RIGHT TO CANCEL THE DATE ON WHICH YOU SEND THE E-MAIL
29 IS THE DATE OF YOUR NOTICE OF CANCELLATION.

30 _____
31 (3) A disclosure for a lease of a solar energy system, in addition to

1 including all applicable disclosures listed in subsection (2) of this sec-
2 tion, must:

3 (a) State the lease term;

4 (b) State the monthly payments due from the resident during the
5 first year of the lease term;

6 (c) State the rate or rates at which monthly payments will increase
7 and the first date on which an increase will occur;

8 (d) Estimate the total number of lease payments the resident will
9 make during the entire term of the lease and the total amount the
10 resident will pay under the lease;

11 (e) State the dates on which payments will be due under the lease
12 and the manner in which the resident will receive invoices for pay-
13 ment;

14 (f) List any applicable fees, including recurring fees, such as fees
15 for late payments, automated clearing house (ACH) fees, fees to re-
16 move the solar energy system from the resident's property, fees to file
17 or perfect a security interest in the solar energy system, fees to pro-
18 cess payments or fees to connect the solar energy system to the
19 Internet;

20 (g) State whether the lessor will record a fixture filing, as defined
21 in ORS 72A.3090, for the solar energy system;

22 (h) Describe any restrictions or permissions given with respect to
23 an assignment or delegation of the lease or with respect to ownership
24 or retention of the solar energy system if the resident sells the prop-
25 erty upon which the solar energy system is installed; and

26 (i) Describe the extent to which the lease is transferable and state
27 any conditions that affect the transferability of the lease in connection
28 with a sale of the lessee's residential property.

29 (4) A disclosure for a power purchase agreement with a resident, in
30 addition to including all applicable disclosures listed in subsection (2)
31 of this section, must:

1 (a) State the term of the power purchase agreement;

2 (b) State the monthly payments due from the resident during the
3 first year of the power purchase agreement;

4 (c) State the rate or rates at which monthly payments will increase
5 and the first date on which an increase will occur;

6 (d) Estimate the total number of payments the resident will make
7 during the entire term of the power purchase agreement and the total
8 amount the resident will pay under the power purchase agreement;

9 (e) State the dates on which payments will be due under the power
10 purchase agreement and the manner in which the resident will receive
11 invoices for payment;

12 (f) List any and all one-time or recurring applicable fees, such as
13 fees for late payments, fees to remove the solar energy system from
14 the resident's property, fees to file or perfect a security interest in the
15 solar energy system, fees to process payments or fees to connect the
16 solar energy system to the Internet;

17 (g) State whether the lessor will record a fixture filing, as defined
18 in ORS 72A.3090, for the solar energy system; and

19 (h) Describe any restrictions or permissions given with respect to
20 an assignment or delegation of the power purchase agreement or with
21 respect to ownership or retention of the solar energy system if the
22 resident sells the property upon which the solar energy system is in-
23 stalled.

24 (5) A sales agent or solar energy contractor shall submit to a
25 resident's local electric utility a written disclosure with the resident's
26 signature that is appropriate for the type of transaction in which the
27 resident will engage, along with other materials needed for an appli-
28 cation for interconnection with the local electric utility's power grid.

29 **SECTION 4. (1) An installation contract must:**

30 (a) Be legibly printed or written;

31 (b) Use the same language used in any solicitation made to the

customer that executes the installation contract;

(c) Incorporate provisions that are substantially similar to any material promises or provisions included in the solicitation; and

(d) List the name, license number, telephone number, business address, electronic mail address or other electronic contact information for the sales agent or solar energy contractor that executes the installation contract.

(2) The terms and conditions of an installation contract must have, at a minimum, the following provisions:

(a) An itemized list of the work or labor necessary for the installation, repair, replacement or maintenance of the solar energy system, including any known or anticipated upgrades needed for the electrical system or electric utility equipment on the customer's real property.

(b) The total cost to the customer of the solar energy system, including:

(A) All work described in paragraph (a) of this subsection;

(B) The cost per watt to the customer, calculated as the total cost of the solar energy system and all work described in paragraph (a) of this subsection divided by the total nameplate rating for the solar energy system; and

(C) Any differences between this element of the installation contract and the cost of the solar energy system as disclosed under section 3 (2)(c) of this 2026 Act.

(c) A list of the operating costs, costs of maintenance and costs of warranty service for the solar energy system that the customer is liable for under the installation contract.

(d) A detailed payment schedule that lists all anticipated project milestones for the installation, explains when payments are due at each identified milestone and notes any points at which the customer may cancel the installation, specifying the amount of any refund due to the customer upon cancellation and any fee the solar energy con-

1 tractor or sales agent may charge the customer for the cancellation.

2 (e) A list of the model and brand name of each major component
3 of the solar energy system, noting if necessary that a model or brand
4 name may change after the execution of the installation contract and
5 providing that the solar energy contractor or sales agent will amend
6 the installation contract with the customer's consent to reflect any
7 changes.

8 (f) A description of the duration and coverage of each
9 manufacturer's warranty, and any other warranty the solar energy
10 contractor provides, for the solar energy system and each major
11 component.

12 (g) A list of all maintenance activities, including but not limited to
13 replacing the inverter, that the customer must perform to ensure that
14 the solar energy system functions as intended and to ensure coverage
15 under the terms of the manufacturer's or solar energy contractor's
16 warranty.

17 (h) A description of the amount and the terms and conditions of
18 any financing incorporated directly within the installation contract.
19 The description must include a disclosure that conforms to all appli-
20 cable federal and state disclosure laws for loans and includes, at a
21 minimum, a statement of the interest rate, annual percentage rate,
22 amortization schedule and security that applies to the loan.

23 (i) The exact amount the solar energy contractor or sales agent paid
24 as a dealer fee or other inducement to a lender to obtain financing,
25 even if the financing is not incorporated directly into the installation
26 contract.

27 (j) An estimate of the amount of electrical energy the solar energy
28 system will produce in the first year of operation, measured in kilo-
29 watt hours, and a description of the methodology used in determining
30 the estimate, which must:

31 (A) Use a nationally recognized industry-standard tool;

1 **(B) Consider the site-specific characteristics of the solar energy**
2 **system, such as the location, orientation and angle of the solar energy**
3 **system’s photovoltaic panels and any shade that affects the reception**
4 **of sunlight;**

5 **(C) Account, at a minimum, for differences in electric energy pro-**
6 **duction during the month of June and the month of December; and**

7 **(D) Not exceed the optimal performance rating that the manufac-**
8 **turer specifies for the inverter incorporated into the solar energy sys-**
9 **tem.**

10 **(k) An explanation of the annual accounting for, or disposition of,**
11 **any unused net metering credits, unused applicable bill credits from**
12 **on-site generation or other applicable credits.**

13 **(L) A good-faith estimate of the electric energy cost savings the**
14 **customer will realize by using electricity generated from the solar**
15 **energy system during the first 12 months after the solar energy system**
16 **is interconnected with the local electric utility’s power grid. The esti-**
17 **mate must calculate savings using the electric utility’s current policy,**
18 **billing rate and method of valuing excess kilowatt hours that applies**
19 **to the customer’s electricity use unless an updated policy, billing rate**
20 **and method of valuing excess kilowatt hours has been approved and**
21 **finalized and will apply during the 12-month period. The estimate may**
22 **use a detailed history of the customer’s electricity use for the calcu-**
23 **lation if the customer agrees.**

24 **(m) A list of the names of and contact information for any sub-**
25 **contractor that will perform work under the installation contract on**
26 **the solar energy contractor’s behalf.**

27 **(n) A recommendation, written all in capital letters, that includes**
28 **space for the customer to initial a written acknowledgement of having**
29 **read and understood the recommendation and that reads:**

30
31 **IF YOU INTEND TO GET A LOAN TO PAY FOR ALL OR PART**

1 **OF AMOUNTS DUE UNDER THIS CONTRACT, YOU SHOULD WAIT**
2 **UNTIL YOU RECEIVE APPROVAL FOR THE LOAN BEFORE YOU**
3 **SIGN THIS CONTRACT AND YOU SHOULD VERIFY WHETHER**
4 **LOAN PAYMENTS WILL BE DUE BEFORE THE SOLAR ENERGY**
5 **SYSTEM IS OPERATIONAL. THIS CONTRACT DOES NOT ALTER**
6 **YOUR OBLIGATION TO PAY YOUR ELECTRIC UTILITY FOR**
7 **AMOUNTS DUE ON YOUR ELECTRICAL BILL.**

8 _____
9 **(o) An explanation of the customer's rescission rights, written all**
10 **in capital letters, that notes that the date on which the customer**
11 **sends a cancellation notice by electronic mail is the date of record and**
12 **that includes space for the customer to initial a written acknowl-**
13 **edgement of having read and understood the explanation. The expla-**
14 **nation must read:**

15 _____
16 **YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN**
17 **THREE BUSINESS DAYS AFTER YOU SIGN THIS CONTRACT. TO**
18 **CANCEL, YOU MUST NOTIFY IN WRITING THE PERSON IDENTI-**
19 **FIED FOR THIS PURPOSE IN THIS CONTRACT AND YOU MUST**
20 **SEND THE NOTICE TO THE PERSON BY E-MAIL OR BY CERTIFIED**
21 **POSTAL MAIL NO MORE THAN THREE BUSINESS DAYS AFTER**
22 **SIGNING THE CONTRACT. IF YOU SEND A CANCELLATION NO-**
23 **TICE BY E-MAIL, FOR THE PURPOSE OF DETERMINING YOUR**
24 **RIGHT TO CANCEL THE DATE ON WHICH YOU SEND THE E-MAIL**
25 **IS THE DATE OF YOUR NOTICE OF CANCELLATION.**

26 _____
27 **(p) A notice that states whether the installation contract provides**
28 **for removing and reinstalling the solar energy system if the solar en-**
29 **ergy system is installed on the roof of the customer's property and the**
30 **customer repairs or replaces the roof or has the roof repaired or re-**
31 **placed. If the installation contract does not provide for removing and**

1 **reinstalling the solar energy system, the installation contract must**
2 **include a notice that includes space for the customer to initial a**
3 **written acknowledgement of having read and understood the notice**
4 **and that reads:**

5
6 **Before you repair or replace your roof, review the warranties for**
7 **your solar energy system that are included in this contract and ensure**
8 **that you comply with the terms of the warranties. You are responsible**
9 **for all costs and work needed to remove and reinstall the solar energy**
10 **system and interconnect it with your electric utility.**

11
12 **(q) A notice that includes space for the customer to initial a written**
13 **acknowledgement of having read and understood the notice and that**
14 **reads:**

15
16 **If your solar energy system is installed on residential property, your**
17 **tax liability must be sufficiently large to use any renewable tax credits**
18 **that allow you to offset taxes that you owe to the federal government**
19 **but do not provide money directly to you. IF YOU ARE PARTIC-**
20 **IPATING IN GOVERNMENT ASSISTANCE PROGRAMS OR ARE ON**
21 **A FIXED INCOME, YOU MIGHT NOT BE ELIGIBLE FOR**
22 **RENEWABLE ENERGY TAX CREDITS. Related items may not be el-**
23 **igible for a tax credit, including the cost of repairs to your roof and**
24 **financing fees. You should consult an independent tax professional if**
25 **you are relying on a tax credit to afford the cost of the solar energy**
26 **system installation. For more information, contact the Internal Reve-**
27 **nue Service.**

28
29 **(r) A notice that states that the solar energy contractor must in-**
30 **stall the solar energy system in accordance with the manufacturer's**
31 **instructions and in compliance with statewide or local building codes,**

1 with the national electrical code, as enforced by the local government,
2 and with the interconnection standards of the local electric utility.

3 (s) A copy of, or a website address for or electronic link to, the local
4 electric utility's application for interconnection.

5 (t) A notice that identifies the party that has responsibility for ob-
6 taining permission from the electric utility to operate the solar energy
7 system.

8 (u) A notice that states that an installation of a solar energy sys-
9 tem may affect the value the county assessor assigns to the property
10 on which the solar energy system is installed and that the change in
11 value might affect the customer's property taxes.

12 (v) A warning that the solar energy system may disconnect from
13 the electric utility's power grid during a power outage. This warning
14 need not be included in the installation contract if the solar energy
15 system includes a battery or other energy storage system or power
16 conversion and control technology that is designed and installed to
17 provide backup electricity during a power outage. The warning must
18 read:

19 _____
20 Your solar energy system will automatically disconnect from your
21 electric utility's power grid if a power outage occurs. This discon-
22 nection occurs so that workers making repairs on the power grid do
23 not risk a shock from electricity your solar energy system generates.
24 If this automatic disconnection occurs, YOUR SOLAR ENERGY SYS-
25 TEM WILL NOT PROVIDE ELECTRICITY TO YOU DURING THE
26 POWER OUTAGE.

27 _____
28 (w) A separate statement with substantially the following language:
29 _____

30 It is important to understand that electric utility rates and net
31 metering program rates may go up or down and actual savings may

1 vary. Historical data are not necessarily representative of future re-
 2 sults. For further information about rates, contact your local electric
 3 utility or the Public Utility Commission. Tax incentives and other in-
 4 centives available from a state government or the federal government
 5 are subject to change, expiration or termination, which may affect
 6 estimates of savings. Please read your contract carefully for more de-
 7 tails.

8
 9 (3) The solar energy contractor or sales agent must give a complete
 10 and accurate copy of the installation contract to the customer at the
 11 time the customer executes the installation contract.

12 SECTION 5. (1) If a customer chooses to rescind an installation
 13 contract with a sales agent or solar energy contractor within three
 14 business days following the date on which the customer executes the
 15 installation contract, the sales agent or solar energy contractor may
 16 not enforce any of the terms of the installation contract against the
 17 customer, may not make any claims for labor and materials, may not
 18 charge any cancellation fee and must terminate any security interest
 19 or release any lien against the customer's property that the sales
 20 agent or solar energy contractor recorded. The termination or release
 21 must occur within 20 days after the sales agent, solar energy con-
 22 tractor or any agent or designee of the sales agent or solar energy
 23 contractor receives written notice, by electronic mail or certified mail,
 24 of the customer's rescission.

25 (2) A sales agent or solar energy contractor may not charge or
 26 collect any fee or payment from a customer and need not begin per-
 27 forming the installation contract or ordering equipment or materials
 28 for the installation until after the expiration of the period during
 29 which the customer may rescind the installation contract as provided
 30 in subsection (1) of this section.

31 (3) An electric utility must approve an application to interconnect

1 a customer's solar energy system with the electric utility's power grid
2 before a solar energy contractor may begin installing the solar energy
3 system. If the electric utility disapproves the interconnection, the so-
4 lar energy contractor shall modify the solar energy system to meet the
5 electric utility's requirements before the solar energy contractor may
6 install the solar energy system. An electric utility may waive the re-
7 quirement for approval if the electric utility certifies the solar energy
8 contractor as qualified to install solar energy systems that meet the
9 electric utility's requirements. The solar energy contractor shall notify
10 the electric utility of any design changes or changes in major compo-
11 nents or equipment that occur as the solar energy contractor performs
12 the installation contract.

13 (4) If a solar energy contractor must remove, repair, replace,
14 reinstall or otherwise alter the roof on a customer's property while
15 installing a solar energy system, the installation contract must sepa-
16 rately describe the required work and itemize the costs of the work.
17 The solar energy contractor shall invoice the customer separately for
18 any work on the roof of the customer's property that is related to the
19 installation.

20 (5) A person that purchases or receives an assignment of an in-
21 stallation contract is liable for all claims and subject to all defenses
22 that the customer could assert under the installation contract against
23 the seller or assignor. A person that sells or assigns an installation
24 contract must provide the buyer or assignee with a prominent notice
25 that describes the potential liability.

26 SECTION 6. (1) A person may not conduct a solicitation using any
27 deceptive statement or representation concerning the costs, financing
28 or terms and conditions of an installation contract or with respect to
29 a purchase or installation of a solar energy system.

30 (2) A sales agent's or solar energy contractor's violation of sub-
31 section (1) of this section or failure to comply with section 1, 2, 3, 4

or 5 of this 2026 Act is an unlawful practice under ORS 646.608.

SECTION 7. ORS 646.608 is amended to read:

646.608. (1) A person engages in an unlawful practice if in the course of the person's business, vocation or occupation the person does any of the following:

(a) Passes off real estate, goods or services as the real estate, goods or services of another.

(b) Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of real estate, goods or services.

(c) Causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another.

(d) Uses deceptive representations or designations of geographic origin in connection with real estate, goods or services.

(e) Represents that real estate, goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the real estate, goods or services do not have or that a person has a sponsorship, approval, status, qualification, affiliation, or connection that the person does not have.

(f) Represents that real estate or goods are original or new if the real estate or goods are deteriorated, altered, reconditioned, reclaimed, used or secondhand.

(g) Represents that real estate, goods or services are of a particular standard, quality, or grade, or that real estate or goods are of a particular style or model, if the real estate, goods or services are of another.

(h) Disparages the real estate, goods, services, property or business of a customer or another by false or misleading representations of fact.

(i) Advertises real estate, goods or services with intent not to provide the real estate, goods or services as advertised, or with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity.

1 (j) Makes false or misleading representations of fact concerning the rea-
2 sons for, existence of, or amounts of price reductions.

3 (k) Makes false or misleading representations concerning credit avail-
4 ability or the nature of the transaction or obligation incurred.

5 (L) Makes false or misleading representations relating to commissions or
6 other compensation to be paid in exchange for permitting real estate, goods
7 or services to be used for model or demonstration purposes or in exchange
8 for submitting names of potential customers.

9 (m) Performs service on or dismantles any goods or real estate if the
10 owner or apparent owner of the goods or real estate does not authorize the
11 service or dismantling.

12 (n) Solicits potential customers by telephone or door to door as a seller
13 unless the person provides the information required under ORS 646.611.

14 (o) In a sale, rental or other disposition of real estate, goods or services,
15 gives or offers to give a rebate or discount or otherwise pays or offers to pay
16 value to the customer in consideration of the customer giving to the person
17 the names of prospective purchasers, lessees, or borrowers, or otherwise
18 aiding the person in making a sale, lease, or loan to another person, if
19 earning the rebate, discount or other value is contingent upon an event oc-
20 ccurring after the time the customer enters into the transaction.

21 (p) Makes any false or misleading statement about a prize, contest or
22 promotion used to publicize a product, business or service.

23 (q) Promises to deliver real estate, goods or services within a certain pe-
24 riod of time with intent not to deliver the real estate, goods or services as
25 promised.

26 (r) Organizes or induces or attempts to induce membership in a pyramid
27 club.

28 (s) Makes false or misleading representations of fact concerning the of-
29 fering price of, or the person's cost for real estate, goods or services.

30 (t) Concurrent with tender or delivery of any real estate, goods or ser-
31 vices, fails to disclose any known material defect or material nonconformity.

1 (u) Engages in any other unfair or deceptive conduct in trade or com-
2 merce.

3 (v) Violates any of the provisions relating to auction sales, consignment
4 sales, auctioneers, consignees or auction marts under ORS 698.640, whether
5 in a commercial or noncommercial situation.

6 (w) Manufactures mercury fever thermometers.

7 (x) Sells or supplies mercury fever thermometers unless the thermometer
8 is required by federal law, or is:

9 (A) Prescribed by a person licensed under ORS chapter 677; and

10 (B) Supplied with instructions on the careful handling of the thermometer
11 to avoid breakage and on the proper cleanup of mercury should breakage
12 occur.

13 (y) Sells a thermostat that contains mercury, unless the thermostat is la-
14 beled in a manner to inform the purchaser that mercury is present in the
15 thermostat and that the thermostat may not be disposed of until the mercury
16 is removed, reused, recycled or otherwise managed to ensure that the mer-
17 cury does not become part of the solid waste stream or wastewater. For
18 purposes of this paragraph, “thermostat” means a device commonly used to
19 sense and, through electrical communication with heating, cooling or venti-
20 lation equipment, control room temperature.

21 (z) Sells or offers for sale a motor vehicle manufactured after January 1,
22 2006, that contains mercury light switches.

23 (aa) Violates the provisions of ORS 803.375, 803.385 or 815.410 to 815.430.

24 (bb) Violates ORS 646A.070 (1).

25 (cc) Violates any requirement of ORS 646A.030 to 646A.040.

26 (dd) Violates the provisions of ORS 128.801 to 128.898.

27 (ee) Violates ORS 646.883 or 646.885.

28 (ff) Violates ORS 646.569 or 646A.374.

29 (gg) Violates the provisions of ORS 646A.142.

30 (hh) Violates ORS 646A.360.

31 (ii) Violates ORS 646.553 or 646.557 or any rule adopted pursuant thereto.

(jj) Violates ORS 646.563.

(kk) Violates ORS 759.680 or any rule adopted pursuant thereto.

(LL) Violates the provisions of ORS 759.705, 759.710 and 759.720 or any rule adopted pursuant thereto.

(mm) Violates ORS 646A.210 or 646A.214.

(nn) Violates any provision of ORS 646A.124 to 646A.134.

(oo) Violates ORS 646A.095.

(pp) Violates ORS 822.046.

(qq) Violates ORS 128.001.

(rr) Violates ORS 646A.800 (2) to (4).

(ss) Violates ORS 646A.090.

(tt) Violates ORS 87.686.

(uu) Violates ORS 646A.803.

(vv) Violates ORS 646A.362.

(ww) Violates ORS 646A.052 or any rule adopted under ORS 646A.052 or 646A.054.

(xx) Violates ORS 180.440 (1) or 180.486 (1).

(yy) Commits the offense of acting as a vehicle dealer without a certificate under ORS 822.005.

(zz) Violates ORS 87.007 (2) or (3).

(aaa) Violates ORS 92.405 (1), (2) or (3).

(bbb) Engages in an unlawful practice under ORS 646.648.

(ccc) Violates ORS 646A.365.

(ddd) Violates ORS 98.853, 98.854, 98.856 or 98.858.

(eee) Sells a gift card in violation of ORS 646A.276.

(fff) Violates ORS 646A.102, 646A.106 or 646A.108.

(ggg) Violates ORS 646A.430 to 646A.450.

(hhh) Violates a provision of ORS 744.318 to 744.384.

(iii) Violates a provision of ORS 646A.702 to 646A.720.

(jjj) Violates ORS 646A.530 30 or more days after a recall notice, warning or declaration described in ORS 646A.530 is issued for the children's product,

as defined in ORS 646A.525, that is the subject of the violation.

(kkk) Violates a provision of ORS 697.612, 697.642, 697.652, 697.662, 697.682, 697.692 or 697.707.

(LLL) Violates the consumer protection provisions of the Servicemembers Civil Relief Act, 50 U.S.C. 3901 et seq., as in effect on January 1, 2010.

(mmm) Violates a provision of ORS 646A.480 to 646A.495.

(nnn) Violates ORS 646A.082.

(ooo) Violates ORS 646.647.

(ppp) Violates ORS 646A.115.

(qqq) Violates a provision of ORS 646A.405.

(rrr) Violates ORS 646A.092.

(sss) Violates a provision of ORS 646.644.

(ttt) Violates a provision of ORS 646A.295.

(uuu) Engages in the business of, or acts in the capacity of, an immigration consultant, as defined in ORS 9.280, in this state and for compensation, unless federal law authorizes the person to do so or unless the person is an active licensee of the Oregon State Bar.

(vvv) Violates ORS 702.012, 702.029 or 702.054.

(www) Violates ORS 646A.806.

(xxx) Violates ORS 646A.810 (2).

(yyy) Violates ORS 443.376.

(zzz) Violates a provision of ORS 646A.770 to 646A.787.

(aaaa) Violates ORS 815.077.

(bbbb) Violates a provision of ORS 83.710 to 83.750.

(cccc) Violates ORS 646A.087.

(dddd) Violates ORS 646A.815.

(eeee) Violates ORS 646A.677 (11)(a) or (12).

(ffff) Violates section 6 (1) of this 2026 Act or fails to comply with section 1, 2, 3, 4 or 5 of this 2026 Act.

(2) A representation under subsection (1) of this section or ORS 646.607 may be any manifestation of any assertion by words or conduct, including,

1 but not limited to, a failure to disclose a fact.

2 (3) In order to prevail in an action or suit under ORS 336.184 and 646.605
3 to 646.652, a prosecuting attorney need not prove competition between the
4 parties or actual confusion or misunderstanding.

5 (4) An action or suit may not be brought under subsection (1)(u) of this
6 section unless the Attorney General has first established a rule in accord-
7 ance with the provisions of ORS chapter 183 declaring the conduct to be
8 unfair or deceptive in trade or commerce.

9 (5) Notwithstanding any other provision of ORS 336.184 and 646.605 to
10 646.652, if an action or suit is brought under subsection (1)(xx) of this section
11 by a person other than a prosecuting attorney, relief is limited to an in-
12 junction, and the prevailing party may be awarded reasonable attorney fees.

13 **SECTION 8. Sections 1 to 6 of this 2026 Act and the amendments**
14 **to ORS 646.608 by section 7 of this 2026 Act apply to solicitations for**
15 **a solar energy system made and installation contracts that a customer**
16 **executes on or after the effective date of this 2026 Act.**

17 **SECTION 9. This 2026 Act takes effect on the 91st day after the date**
18 **on which the 2026 regular session of the Eighty-third Legislative As-**
19 **sembly adjourns sine die.**