

Senate Bill No. 379—Senators Doñate; Cruz-Crawford,
Daly, Flores, Steinbeck and Stone

Joint Sponsors: Assemblymembers Moore; and Watts

CHAPTER.....

AN ACT relating to commerce; imposing various requirements upon a distributed generation system financier who finances the purchase of or leases a distributed generation system or contracts for a power purchase agreement; revising requirements for solar installation companies that sell and install distributed generation systems; imposing certain requirements and restrictions upon persons who generate leads or referrals to perform work concerning a distributed generation system; establishing and revising certain requirements for the contents of an agreement for the provision of a distributed generation system loan, an agreement for the purchase or lease of a distributed generation system and a power purchase agreement; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law provides for the licensure and regulation of installment lenders by the Commissioner of Financial Institutions. (Chapter 675 of NRS) **Section 1** of this bill prohibits an installment lender from engaging in any deceptive trade practice.

Existing law imposes certain requirements on solar installation companies that sell and install distributed generation systems in this State. Existing law prescribes certain contractual requirements for an agreement for the purchase or lease of a distributed generation system and a power purchase agreement. (NRS 598.9801-598.9822) **Sections 23.1-23.3** of this bill impose various requirements on distributed generation system financiers and contractual requirements for an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system and a power purchase agreement. **Section 23.11** defines “distributed generation system financier” to mean, in general, a person who provides a distributed generation system loan, leases a distributed generation system or enters into a contract for a power purchase agreement. **Section 23.12** defines “distributed generation system loan” to mean a loan made for the express purpose of financing the purchase of a distributed generation system or any part thereof.

Section 23.13 prohibits a distributed generation system financier from charging a borrower, lessee, host customer or prospective borrower, lessee or host customer certain fees that are attributable to a fee imposed on the financier by a third party in an amount that exceeds the actual amount of the fee charged to the financier by the third party. **Section 23.14** sets forth certain requirements for the contents of an agreement for the provision of a distributed generation system loan. **Section 23.16** requires a distributed generation system financier to provide to a borrower, lessee or host customer a copy of an agreement for the provision of the distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement immediately after it is signed by the borrower, lessee or host customer.



Section 23.17 sets forth certain requirements for a distributed generation system financier with respect to a distributed generation system that will be installed on the roof of a manufactured home.

Section 23.18 requires a distributed generation system financier to ensure that any solar installation company that will install a distributed generation system that is leased by the financier or for which a power purchase agreement or agreement for the provision of a distributed generation system loan has been executed by the financier holds the proper contractor's license and is acting within the monetary limit of that license. If a distributed generation system financier fails to do so, the loan agreement, lease agreement or power purchase agreement is voidable by the borrower, lessee or host customer for a certain period. Additionally, **section 23.18** prohibits a distributed generation system financier from providing any money pursuant to a loan agreement, lease agreement or power purchase agreement to a solar installation company that does not have the proper contractor's license or who is acting outside the monetary limit of such a license. **Section 23.21** additionally prohibits such a financier from making certain payments to a solar installation company before the distributed generation system has received permission from the appropriate public utility to connect to the power grid or, if the system will not be connected to the power grid, has passed a final inspection and become operational.

Section 23.19 requires a distributed generation system financier to make and retain certain recordings with a borrower or lessee. **Section 31** of this bill: (1) removes the duty of a solar installation company to make certain recordings concerning a lessee which is imposed in **section 23.19** on a distributed generation system financier; and (2) increases, from 4 years to 5 years, the amount of time a solar installation company is required to maintain certain recordings.

Section 23.22 prohibits a distributed generation system financier from causing a distributed generation system to be disconnected or otherwise unusable for the failure of a borrower, lessee or host customer to make any payment required under an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement unless the borrower, lessee or host customer, as applicable, has failed to make three consecutive monthly payments required under the agreement.

Section 23.3 requires a distributed generation system financier to comply with all applicable federal laws and regulations.

Section 23.23 provides that the assignee of an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement is subject to all claims and defenses of the borrower, lessee or host customer against the distributed generation system financier who provided the loan or entered into the lease or power purchase agreement. Under **section 23.23**, the liability of the assignee is limited to the amount owed to the assignee at the time the claim or defense is asserted against assignee.

Section 23.24 prohibits a distributed generation system financier from advertising any false, misleading or deceptive statement with regard to any rate that may be charged by a public utility for electricity.

Under existing law, a lessee or purchaser of a distributed generation system or a host customer has the right to rescind the lease or purchase agreement 3 business days after the agreement is signed. (NRS 598.98216) **Sections 23.14, 23.15, 26-30 and 32** of this bill provide a borrower, lessee, purchaser or host customer the right to rescind an agreement for the provision of a distributed generation system loan, a lease or purchase agreement or a power purchase agreement: (1) 3 business days after signing, if the person is less than 60 years of age; and (2) 10 business days after signing, if the person is 60 years of age or older. **Sections 23.15, 23.2, 26-30**



and 32 of this bill also provide a borrower, lessee, purchaser or host customer the right to rescind such an agreement if the results of a required on-site physical survey of the premises conducted after the execution of the agreement would require the alteration of the terms of the agreement to increase the price of the distributed generation system or, with certain exceptions, change the type of equipment used for the distributed generation system.

Section 23.4 of this bill imposes certain requirements and restrictions upon a person who generates leads or referrals to perform work concerning a distributed generation system. **Section 23.6** of this bill prohibits a solar installation company from accepting any payment as an initial down payment or deposit to be paid for the installation of a distributed generation system that exceeds a certain amount. **Section 23.8** of this bill prohibits a solar installation company, a person who generates leads or referrals to perform work concerning a distributed generation system or a distributed generation system financier from engaging in certain conduct, including, without limitation, certain specified deceptive or fraudulent conduct in connection with the lease or purchase of a distributed generation system or the contracting for a power purchase agreement.

Section 24 of this bill makes a conforming change so that the definitions applicable to the provisions of existing law governing distributed generation systems apply to **sections 23.1-23.8**. **Section 33** of this bill provides that a violation of **sections 23.1-23.8** constitutes a deceptive trade practice and consumer fraud.

Sections 23.6, 27, 29 and 30 also provide that a borrower, lessee, purchaser or host customer is not required to pay any money to a distributed generation system financier or solar installation company, except for an initial deposit or down payment that does not exceed a certain amount, before the distributed generation system has received permission from the appropriate public utility to connect to the power grid or, if the system will not be connected to the power grid, has passed a final inspection and become operational.

Sections 27 and 29 additionally impose certain duties on a solar installation company if a distributed generation system fails to meet the estimated amount of production in the first year of operation of the system. **Sections 23.14, 29 and 30** of this bill require an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement to contain information concerning whether a borrower, lessee or host customer may transfer the agreement in the event of a sale of the property to which the distributed generation system is affixed and the process to complete a payoff of any amount owed under the agreement. **Sections 27, 29 and 30** additionally require certain other provisions and disclosures to be included in an agreement for the purchase or lease of a distributed generation system and a power purchase agreement.

Existing law excludes from the definition of “solar installation company” a person who generates leads or referrals to perform work concerning a distributed generation system, if the person’s activities are limited to certain specified activities. (NRS 598.9808) **Section 25** of this bill requires such a person to collect only the name, contact information and information concerning the power bill of a prospective purchaser or lessee. **Section 25** additionally prohibits such a person from engaging in advertising through any media other than print media.

Section 23.7 of this bill authorizes the State Contractors’ Board to adopt regulations that require any employee of a solar installation company to submit to a background check and which set forth requirements for such background checks.

Sections 23.14, 26 and 29.5 of this bill require an agreement for the provision of a distributed generation system loan and the cover page for an agreement for the lease of a distributed generation system or power purchase agreement to



prominently display at the top of the agreement or cover page the length of the term of the agreement and a description of the consequences if the borrower, lessee or host customer dies during the term of the agreement.

Sections 26, 28 and 29.5 of this bill require the cover page of an agreement for the lease or purchase of a distributed generation system or a power purchase agreement to contain certain information relating to the amount paid by the company for certain leads and referrals and certain notice relating to the terms of the agreement. **Sections 26, 28 and 29.5** also require such a cover page to contain a statement providing certain information concerning financial covenants and restrictions that may affect the future sale or transferability of the property of the purchaser, lessee or host customer.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 675 of NRS is hereby amended by adding thereto a new section to read as follows:

A licensee shall not engage in any deceptive trade practice as defined in chapter 598 of NRS.

Secs. 2, 3, 3.5, 4, 4.5 and 5-22. (Deleted by amendment.)

Sec. 23. Chapter 598 of NRS is hereby amended by adding thereto the provisions set forth as sections 23.1 to 23.8, inclusive, of this act.

Sec. 23.1. “Borrower” means a person who receives a distributed generation system loan from a distributed generation system financier.

Sec. 23.11. 1. “Distributed generation system financier” means a person who:

(a) Provides a distributed generation system loan to a borrower in this State;

(b) Leases a distributed generation system or any part thereof to a lessee in this State; or

(c) Enters into a contract for a power purchase agreement with a host customer in this State.

2. The term does not include a third party who is a passive investor or a tax equity partner of a distributed generation system financier that provides money to a distributed generation system financier and who is not directly involved in the sale or lease of or the contracting for a distributed generation system.

Sec. 23.12. “Distributed generation system loan” means a loan made for the express purpose of financing the purchase of a distributed generation system or any part thereof.



Sec. 23.13. *A distributed generation system financier shall not charge a borrower, lessee, host customer or prospective borrower, lessee or host customer any fee in connection with the provision of a distributed generation system loan, the lease of a distributed generation system or the contracting for a power purchase agreement that is attributable to a fee imposed on the distributed generation system financier by a third party, including, without limitation, a fee imposed for the performance of a credit check, in an amount that exceeds the actual amount of the fee charged to the distributed generation system financier by the third party.*

Sec. 23.14. *In addition to any other applicable requirements, an agreement between a distributed generation system financier and a borrower for the provision of a distributed generation system loan must include, without limitation:*

1. The following information prominently displayed at the top of the first page of the agreement in at least 16-point font:

- (a) Notice of the term of the loan; and*
- (b) A description of the consequences if the borrower dies before the loan is repaid.*

2. The following information in at least 10-point font:

(a) The name, mailing address, electronic mail address and telephone number of the distributed generation system financier.

(b) A provision that provides that the borrower is not required to pay any money to the distributed generation system financier under the agreement, other than an initial down payment or deposit that may be charged in an amount that does not exceed \$1,000 or 10 percent of the aggregate contract price, whichever is less, if the borrower has not paid that amount to the solar installation company under the agreement for the purchase of the distributed generation system, until:

(1) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(2) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

(c) The granting to the borrower of the right to rescind the agreement for a period of:

(1) For a borrower who is less than 60 years of age, 3 business days after the agreement is signed.



(2) For a borrower who is 60 years of age or older, 10 business days after the agreement is signed.

(d) The granting to the borrower of the right to rescind the agreement pursuant to section 23.2 of this act.

(e) A description of all the options available to the borrower in the event of a sale or transfer of the property to which the distributed generation system is affixed, including, without limitation, whether the borrower may transfer the agreement to the purchaser or transferee of the property, the conditions of any such transfer and the process to complete a payoff of the amount owed under the agreement.

Sec. 23.15. 1. Any borrower who enters into or signs an agreement for the provision of a distributed generation system loan may rescind or cancel the agreement without any penalty or obligation by giving notice in writing to the distributed generation system financier either by delivering, mailing or telegraphing such notice or sending such notice by electronic mail not later than midnight of the:

(a) For a borrower who is less than 60 years of age, third business day after the date the agreement was entered into or signed.

(b) For a borrower who is 60 years of age or older, tenth business day after the date the agreement was entered into or signed.

(c) For a rescission pursuant to section 23.2 of this act, third business day after the receipt of the results of an on-site physical survey described in section 23.2 of this act.

2. The notice required by subsection 1 must be addressed to the distributed generation system financier at the financier's place of business, or another place designated in the agreement, or sent to the electronic mail address set forth in the agreement and must contain words indicating the intent of the borrower to rescind or cancel the transaction previously entered into.

Sec. 23.16. A distributed generation system financier shall provide to a borrower, lessee or host customer a copy of an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement, as applicable, immediately after it is signed by the borrower, lessee or host customer.

Sec. 23.17. 1. If a distributed generation system will be installed on the roof of a manufactured home, the distributed generation system financier must not execute an agreement for the provision of a distributed generation system loan, an



agreement for the lease of a distributed generation system or a power purchase agreement unless the distributed generation system financier has:

(a) Verified that the solar installation company that will install the distributed generation system, in addition to being properly licensed pursuant to chapter 624 of NRS, holds a license issued pursuant to NRS 489.311; and

(b) Obtained from the solar installation company that will install the distributed generation system an inspection report indicating that the roof of the manufactured home is able to safely withstand the weight of the distributed generation system.

2. As used in this section, “manufactured home” has the meaning ascribed to it in NRS 489.113.

Sec. 23.18. 1. A distributed generation system financier shall ensure that any solar installation company that installs a distributed generation system for which the distributed generation system financier has executed an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement is properly licensed pursuant to chapter 624 of NRS and acting within the monetary limit of the license.

2. If a distributed generation system financier fails to comply with the provisions of subsection 1, the agreement for the provision of the distributed generation system loan, the agreement for the lease of the distributed generation system or the power purchase agreement is voidable by the borrower, lessee or host customer for 3 years after the date on which:

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

3. A distributed generation system financier shall not provide any money for the installation of a distributed generation system pursuant to an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement to a solar installation company that is not properly licensed pursuant to chapter 624 of NRS or that is acting outside the monetary limit of the license.

Sec. 23.19. 1. A distributed generation system financier shall, in person or by telephone or videoconference, verbally:



(a) Confirm the identity of a borrower under an agreement for the provision of a distributed generation system loan or a lessee under an agreement for the lease of a distributed generation system;

(b) For a borrower, communicate to the borrower the terms and conditions of the agreement for the provision of a distributed generation system loan, including, without limitation, any fees charged by the distributed generation system financier;

(c) For a lessee, communicate to the lessee the information required to be included in a cover page pursuant to NRS 598.9809; and

(d) Confirm that the borrower or lessee understands the information communicated pursuant to paragraphs (b) and (c).

2. The verbal communication required by subsection 1 must be:

(a) Recorded by the distributed generation system financier; and

(b) Conducted before the commencement of the installation of the distributed generation system.

3. A distributed generation system financier shall maintain the recording required by subsection 2 for not less than 5 years after the date of the final inspection of the distributed generation system.

Sec. 23.2. 1. Before or after an agreement for the lease or purchase of a distributed generation system or a power purchase agreement has been executed, the solar installation company shall perform an on-site physical survey of the premises at which the distributed generation system will be installed and provide the results of the physical survey to the lessee, purchaser or host customer.

2. Except as otherwise provided in subsection 3, if the results of the physical survey performed pursuant to subsection 1 after an agreement for the lease or purchase of a distributed generation system or power purchase agreement has been executed reveal any condition that would necessitate the alteration of the provisions of the agreement to increase the price of the distributed generation system or change the type of equipment used for the distributed generation system, the lessee, purchaser or host customer may, within 3 business days after the receipt of the results of the on-site physical survey, rescind:

(a) The agreement for the lease or purchase of the distributed generation system or the power purchase agreement, as applicable; and



(b) For a purchaser who has entered into an agreement for the provision of a distributed generation system loan for the purchase of the distributed generation system, the agreement for the provision of the distributed generation system loan.

3. The provisions of subsection 2 do not apply to a substitution of any equipment used for the distributed generation system if:

(a) The substituted equipment is of equal or superior quality to that of the equipment being substituted;

(b) The substitution does not require the lessee, purchaser or host customer to incur any additional costs as a result of the substitution; and

(c) The substitution does not cause the estimated amount of production in the first year of operation to be reduced by more than 5 percent.

Sec. 23.21. 1. A distributed generation system financier shall not pay to a solar installation company pursuant to an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement an amount that exceeds the amount set forth in paragraph (g) of subsection 2 of NRS 624.875 before the date on which:

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

2. If a distributed generation system financier violates the provisions of subsection 1, the distributed generation system financier becomes responsible for ensuring that the distributed generation system receives permission from the appropriate public utility to connect the distributed generation system to the power grid or passes a final inspection and becomes operational, as applicable.

Sec. 23.22. A distributed generation system financier shall not cause a distributed generation system to be disconnected or otherwise prevent a borrower, lessee or host customer from using the distributed generation system because the borrower, lessee or host customer failed to make a payment as required under an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement unless the borrower, lessee or host



customer, as applicable, has failed to make three consecutive monthly payments required under the agreement.

Sec. 23.23. *The assignee of an agreement for the provision of a distributed generation system loan, an agreement for the lease of a distributed generation system or a power purchase agreement is subject to all claims and defenses of the borrower, lessee or host customer against the distributed generation system financier who provided the loan or entered into the lease agreement or power purchase agreement, except that the liability of the assignee pursuant to this section must not exceed the amount owed to the assignee at the time the claim or defense is asserted against the assignee.*

Sec. 23.24. *A distributed generation system financier shall not advertise or permit to be advertised in any manner whatsoever any false, misleading or deceptive statement or representation with regard to any rate that may be charged by a public utility for electricity.*

Sec. 23.3. *A distributed generation system financier shall comply with all applicable federal laws and regulations, including, without limitation, as applicable, 12 C.F.R. Part 1002, 12 C.F.R. Part 1013, 12 C.F.R. Part 1026 and 16 C.F.R. Part 433 and any applicable requirements set forth under federal law and regulations relating to the disclosure of information.*

Sec. 23.4. 1. *A person who generates leads or referrals to perform work concerning a distributed generation system shall not:*

(a) Accept any compensation for such a lead or referral in amount that exceeds \$2,000.

(b) Sell any such lead or referral to a person who does not hold a license issued pursuant to chapter 624 of NRS authorizing the performance of such work.

2. *A person who generates leads or referrals to perform work concerning a distributed generation system shall include with any commercial communication relating to such a lead or referral a statement which provides that:*

“This is a commercial solicitation that is not affiliated with any government agency or electric utility.”

3. *For a written or electronic communication, the statement required by subsection 2 must be made in a clear and conspicuous manner preceding any other text of the written or electronic*



communication. For an oral communication, the disclosure must be made orally at the beginning of the communication.

Sec. 23.6. 1. Except as otherwise provided in subsection 2, a solar installation company shall not accept any payment for the installation of a distributed generation system from a purchaser, lessee, host customer, distributed generation system financier or any other person before the date on which:

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

2. A solar installation company may, before the date specified in subsection 1, accept as an initial down payment or deposit to be paid for the installation of the distributed generation system a payment in an amount that does not exceed \$1,000 or 10 percent of the aggregate contract price, whichever is less.

Sec. 23.7. The State Contractors' Board may adopt regulations that:

1. Require any employee of a solar installation company to submit to a background check; and

2. Set forth requirements for such background checks.

Sec. 23.8. 1. A solar installation company, a person who generates leads or referrals to perform work concerning a distributed generation system or a distributed generation system financier, as applicable, shall not:

(a) Include in any written or electronic marketing materials any material term for the lease or purchase of a distributed generation system or a power purchase agreement that is not included in the agreement itself.

(b) Engage in any deceptive or fraudulent conduct in connection with the lease or purchase of a distributed generation system or the contracting for a power purchase agreement, including, without limitation:

(1) Making any false statement or representation, either expressly or by implication, concerning a lead or referral for work concerning a distributed generation system.

(2) Using any official logo, seal, insignia, branding or uniform of this State or a political subdivision of this State or any logo, seal, insignia, branding or uniform that tends to mislead a person into believing that it is official.



(3) Making any statement or representation that the person is an employee, representative or agent of this State or a political subdivision of this State.

(4) Using any official logo, seal, insignia, branding or uniform of a public utility or any logo, seal, insignia, branding or uniform that tends to mislead a person into believing that it is official.

(5) Making any statement or representation that the person is an employee, representative or agent of a public utility.

(6) Making any statement or representation or including in any written or electronic marketing material any statement or representation concerning any incentives, legislation, rebates or tax credits relating to a distributed generation system without including the statement required by subsection 2.

(7) Making any statement or representation that indicates or implies that the person is a participant in a governmental program related to incentives, tax credits or financial assistance for a distributed generation system unless the person has been expressly authorized in writing by the governmental entity administering the program to make such a statement or representation.

(c) Accept any compensation for a lead or referral for work concerning a distributed generation system from a person other than a person who holds a license issued pursuant to chapter 624 of NRS authorizing the performance of such work.

2. A solar installation company, a person who generates leads or referrals to perform work concerning a distributed generation system or a distributed generation system financier shall include in any commercial communication, including, without limitation, any marketing materials, that provides information concerning any incentive, legislation, rebate or tax credit relating to a distributed generation system a statement indicating that it is recommended that the recipient of the communication consult with an independent tax professional.

Sec. 24. NRS 598.9801 is hereby amended to read as follows:

598.9801 As used in NRS 598.9801 to 598.9822, inclusive, **and sections 23.1 to 23.8, inclusive, of this act**, unless the context otherwise requires, the words and terms defined in NRS 598.9802 to 598.9808, inclusive, **and sections 23.1, 23.11 and 23.12 of this act** have the meanings ascribed to them in those sections.

Sec. 25. NRS 598.9808 is hereby amended to read as follows:

598.9808 1. “Solar installation company” means any form of business organization or any other nongovernmental legal entity,



including, without limitation, a corporation, partnership, association, trust or unincorporated organization, that holds a license issued pursuant to chapter 624 of NRS which authorizes the performance of work concerning a distributed generation system and, directly or indirectly, on its own behalf or on behalf of another:

(a) Performs or offers to perform any work concerning a distributed generation system;

(b) Advertises, solicits or offers to enter into an agreement ~~{described in NRS 598.9801 to 598.9822, inclusive;}~~ *for the purchase or lease of a distributed generation system or a power purchase agreement* or

(c) Transacts business to:

(1) Sell and install a distributed generation system; or

(2) Install a distributed generation system owned by a third party from whom the customer:

(I) Leases a distributed generation system; or

(II) Purchases electricity generated by a distributed generation system.

2. The term does not include a person who generates leads or referrals to perform work concerning a distributed generation system for persons who hold a license issued pursuant to chapter 624 of NRS authorizing the performance of such work, if such activity is limited to:

(a) *Collecting only the name, contact information and information concerning the power bill of a prospective purchaser or lessee;*

(b) Serving as the source of a referral;

~~{(b)}~~ (c) Providing the contact information of a person who holds a license issued pursuant to chapter 624 of NRS to a prospective purchaser or lessee;

~~{(c)}~~ (d) Setting up appointments on behalf of a person who holds a license issued pursuant to chapter 624 of NRS; or

~~{(d)}~~ (e) Advertising *only* through print media ~~{and not through any electronic means, including, without limitation, through a mobile application, Internet website, online service, electronic mail or any other form of electronic media.}~~

Sec. 26. NRS 598.9809 is hereby amended to read as follows:

598.9809 An agreement for the lease of a distributed generation system must include a cover page that:

1. Prominently displays the following information at the top of the cover page in at least 16-point font:

(a) Notice of the right to rescind or cancel the agreement, without any penalty or obligation, within 3 *or 10* business days , *as*



applicable, after the execution of the agreement, as provided in NRS 598.98216.

(b) An electronic mail address to which a notice of rescission or cancellation may be sent pursuant to NRS 598.98216 and notice that the lessee may send such a notice to that electronic mail address.

(c) Notice of the requirement to make and maintain a recording pursuant to ~~NRS 598.98213.~~ **section 23.19 of this act.**

(d) Notice that, before the installation of the distributed generation system, the lessee will have the opportunity to confirm that no representations, offers or promises were made at any time concerning the lease of the distributed generation system other than what is contained in the agreement.

(e) The length of the term of the lease.

(f) A description of the consequences if the lessee dies during the term of the lease.

(g) A statement indicating that certain financial covenants and restrictions for distributed generation systems affixed to a property may have an impact or effect on the future sale or transferability of the property and that it is recommended that the lessee seek the advice of a real estate professional, attorney or financial adviser before entering into the lease.

2. Provides the following information in at least 10-point font:

(a) The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.

(b) An estimated timeline for the installation of the distributed generation system.

(c) The estimated amount of the monthly payments due under the lease in the first year of operation of the distributed generation system.

~~(d) The length of the term of the lease.~~

~~(e)~~ A description of any warranties.

~~(f)~~ (e) The rate of any payment increases.

~~(g)~~ (f) The identification of any state or federal tax incentives that are included in calculating the amount of the monthly payments due under the lease.

~~(h)~~ (g) The estimated production of the distributed generation system in the first year of operation . ~~and an explanation that:~~

~~(1) The lessee will always receive a power bill if the premises of the lessee are connected to the power grid;~~

~~(2) The estimated production or offset is based on available data on prior consumption; and~~



~~— (3) Any change in consumption by the lessee will impact the estimated offset, or savings, in relation to the production.~~

~~— (i)~~ **(h)** A description of the terms for renewal or any other options available at the end of the term of the lease.

~~— (j)~~ **(i)** A description of any option to purchase the distributed generation system before the end of the term of the lease.

~~— (k)~~ **(j)** Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.

~~— (l)~~ **(k)** Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.

~~— (m)~~ **(l)** Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.

~~— (n)~~ **(m)** Contact information for the State Contractors' Board and the Public Utilities Commission of Nevada, including, without limitation, a telephone number.

~~— (o)~~ **(n)** Notice that the lessee, before the execution of the agreement, may request any document used in the solicitation, offer or transaction for the agreement in any language.

(o) If the solar installation company paid any amount for a lead or referral that resulted in the lease being provided to the lessee, the amount paid for the lead or referral.

(p) If the solar installation company included any material term of a lease in any written or electronic marketing materials provided to the lessee before or contemporaneously with the lease, notice that the material term used in the marketing materials is the same as the corresponding term included in the lease.

Sec. 27. NRS 598.9811 is hereby amended to read as follows:

598.9811 An agreement for the lease of a distributed generation system must include, without limitation, the following information in at least 10-point font:

1. The name, mailing address, telephone number and number of the contractor's license of the solar installation company.

2. The name, mailing address and telephone number of:

(a) The lessor of the distributed generation system; and

(b) The name, mailing address and telephone number of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.

3. An estimated timeline for the installation of the distributed generation system.

4. The length of the term of the lease.

5. A general description of the distributed generation system.



6. The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.

7. A description of any warranties.

8. The amount of the:

(a) Monthly payments due under the lease; and

(b) Total payments due under the lease, excluding taxes.

9. A description of any other one-time or recurring charges, including, without limitation, a description of the circumstances that trigger any late fees.

10. A description of any obligation the lessor has regarding the installation, repair or removal of the distributed generation system.

11. A description of any obligation the lessor has regarding construction of and insurance for the distributed generation system.

12. A description of any:

(a) Taxes due at the commencement of the lease; and

(b) Estimation of taxes known to be applicable during the term of the lease, subject to any change in the state or local tax rate or tax structure.

13. A copy of ~~{the warranty}~~ **all warranties** for the distributed generation system ~~{H}~~, **each of which must be acknowledged by the initials of the lessee.**

14. A disclosure notifying the lessee of the transferability of the obligations under the warranty to a subsequent lessee.

15. The identification of any state or federal tax incentives that are included in calculating the amount of the monthly payments due under the lease.

16. A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.

17. Any terms for renewal of the lease.

18. A description of any option to purchase the distributed generation system before the end of the term of the lease.

19. A description of all options available to the ~~{host customer}~~ **lessee**, in connection with the continuation, termination or transfer of the lease in the event of the:

(a) Sale **or transfer** of the property to which the distributed generation system is affixed ~~{H}~~, **including, without limitation, whether the lessee may transfer the obligations under the lease to the purchaser of transferee of the property, the conditions of any such transfer and the process to complete a payoff of any amount owed under the lease;** or

(b) Death of the lessee.



20. A description of any restrictions that the lease imposes on the modification or transfer of the property to which the distributed generation system is affixed.

21. The granting to the lessee of the right to rescind the lease for a period ending not less than :

(a) For a lessee who is less than 60 years of age, 3 business days after the lease is signed.

(b) For a lessee who is 60 years of age or older, 10 business days after the lease is signed.

22. An estimate of the amount of electricity that could be generated by the distributed generation system in the first year of operation.

23. The granting to the lessee of the right to rescind the lease pursuant to section 23.2 of this act.

24. A provision indicating that the provisions of the agreement are binding and inure to the benefit of the successors and assigns of the parties to the agreement.

25. A provision that provides that the lessee is not required to make any payments under the lease, other than an initial down payment or deposit that may be charged in an amount that does not exceed \$1,000 or 10 percent of the aggregate contract price, whichever is less, until:

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

26. The duties of the solar installation company if the distributed generation system fails to meet the estimated amount of production in the first year of operation, as set forth pursuant to paragraph (g) of subsection 2 of NRS 598.9809. Such duties must include, without limitation, the duty to, if the distributed generation system has not met that amount of production 1 year after the date on which the distributed generation system received permission from the appropriate public utility to connect to the power grid or, if the distributed generation system is not connected to the power grid, 1 year after the date on which the distributed generation system passes a final inspection and becomes operational:

(a) Take any actions necessary to ensure that the distributed generation system will meet that amount of production in the



following year, including, without limitation, by the installation of additional equipment or repair to any existing equipment; or

(b) Take both of the following actions:

(1) Provide notice to the lessee acknowledging that the distributed generation system has not met the estimated amount of production in the first year of operation; and

(2) If the distributed generation system has not met that estimated amount of production 1 year after the notice is sent, take the actions described in paragraph (a).

27. On a separate page, a thorough explanation of the estimated production of the distributed generation system and offset, which must include, without limitation, an explanation:

(a) Of how the estimated production of the distributed generation system and offset are calculated, including, without limitation, the fact that such calculations are based on available data on prior consumption;

(b) Of the effects of the behavior of the lessee with respect to the amount of the offset, including, without limitation, the fact that any change in consumption by the lessee will impact the estimated offset, or savings, in relation to the production and the possibility that the power bill of the lessee may increase based on his or her consumption; and

(c) That the lessee will always receive a power bill if the premises of the lessee is connected to the power grid.

~~23.1~~ **28.** A signature block that is signed and dated by the lessor and the lessee of the distributed generation system.

Sec. 28. NRS 598.9813 is hereby amended to read as follows:

598.9813 An agreement for the purchase of a distributed generation system must include a cover page that:

1. Prominently displays the following information at the top of the cover page in at least 16-point font:

(a) Notice of the right to rescind or cancel the agreement, without any penalty or obligation, within 3 **or 10** business days **, as applicable**, after the execution of the agreement, as provided in NRS 598.98216.

(b) An electronic mail address to which a notice of rescission or cancellation may be sent pursuant to NRS 598.98216 and notice that the purchaser may send such a notice to that electronic mail address.

(c) Notice of the requirement to make and maintain a recording pursuant to NRS 598.98213.

(d) Notice that, before the installation of the distributed generation system, the purchaser will have the opportunity to confirm that no representations, offers or promises were made at any



time concerning the purchase of the distributed generation system other than what is contained in the agreement.

(e) A statement indicating that certain financial covenants and restrictions for a distributed generation system affixed to a property may have an impact or effect on the future sale or transferability of the property and that it is recommended that the purchaser seek the advice of a real estate professional, attorney or financial adviser before entering into the agreement.

2. Provide the following information in at least 10-point font:

(a) The size of the distributed generation system.

(b) The length of the term of the warranty for the distributed generation system.

(c) An estimated timeline for the installation of the distributed generation system.

(d) A description of any warranties.

(e) The total cost of the distributed generation system.

(f) The estimated value of any portfolio energy credits and rebates of any incentives included in the calculation of the total cost of the distributed generation system.

(g) The amounts due at the signing for and at the completion of the installation of the distributed generation system.

(h) The estimated production of the distributed generation system in the first year of operation . ~~[and an explanation that:~~

~~— (1) The purchaser will always receive a power bill if the premises of the purchaser are connected to the power grid;~~

~~— (2) The estimated production or offset is based on available data on prior consumption; and~~

~~— (3) Any change in consumption by the purchaser will impact the estimated offset, or savings, in relation to the production.]~~

(i) Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.

(j) Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.

(k) Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.

(l) Contact information for the State Contractors' Board and Public Utilities Commission of Nevada, including, without limitation, a telephone number.

(m) Notice that the purchaser, before the execution of the agreement, may request any document used in the solicitation, offer or transaction for the agreement in any language.



(n) If the solar installation company paid any amount for a lead or referral that resulted in the agreement being provided to the purchaser, the amount paid for the lead or referral.

(o) If the solar installation company included any material term of an agreement for the purchase of a distributed generation system in any written or electronic marketing materials provided to the purchaser before or contemporaneously with the agreement, notice that the material term used in the marketing materials is the same as the corresponding term included in the agreement.

Sec. 29. NRS 598.9814 is hereby amended to read as follows:

598.9814 An agreement for the purchase of a distributed generation system must include, without limitation, the following information in at least 10-point font:

1. The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the solar installation company.

2. The name, mailing address, telephone number and electronic mail address of:

(a) The purchaser of the distributed generation system; and

(b) The name, mailing address, telephone number and electronic mail address of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.

3. A description, which includes, without limitation, any assumptions, concerning the design and installation of the distributed generation system. Such a description must include, without limitation:

(a) The size of the distributed generation system;

(b) The estimated amount of production for the distributed generation system in the first year of operation; and

(c) The estimated annual degradation to the distributed generation system.

4. The total cost of the distributed generation system.

5. An estimated timeline for the installation of the distributed generation system.

6. A payment schedule, including, without limitation:

(a) The due dates for any deposit; and

(b) Any subsequent payments that are not to exceed the total system cost stated on the cover page pursuant to NRS 598.9813.

7. The granting to the purchaser the right to rescind the agreement for a period ending not less than 3 **or 10** business days , **as applicable**, after the agreement is signed.



8. A copy of ~~{the warranty}~~ *all warranties* for the distributed generation system ~~{, each of which must be acknowledged by the initials of the purchaser.}~~

9. A disclosure notifying the purchaser of the transferability of the obligations under the warranty to a subsequent purchaser.

10. The identification of any incentives included in the calculation of the total cost of the distributed generation system.

11. A description of any guarantee of the performance of the distributed generation system.

12. A signature block that is signed and dated by the purchaser of the distributed generation system and the solar installation company.

13. A description of the basis for any estimates of savings that were provided to the purchaser, if applicable.

14. A disclosure concerning the retention of any portfolio energy credits, if applicable.

15. *The granting to the purchaser of the right to rescind the agreement pursuant to section 23.2 of this act.*

16. *A provision that provides that the purchaser is not required to pay any money to the solar installation company, other than an initial down payment or deposit that may be charged in an amount that does not exceed \$1,000 or 10 percent of the aggregate contract price, whichever is less, if the purchaser has not paid that amount to a distributed generation system financier under an agreement for the provision of a distributed generation system loan for the distributed generation system, until:*

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

17. *If the purchaser is financing the purchase of the distributed generation system or has provided financial information to the solar installation company to obtain approval for the financing of the purchase of the distributed generation system, the cash price of the system and the financed price of the system.*

18. *The duties of the solar installation company if the distributed generation system fails to meet the estimated amount of production in the first year of operation, as set forth pursuant to paragraph (h) of subsection 2 of NRS 598.9813. Such duties must include, without limitation, the duty to, if the distributed*



generation system has not met that amount of production 1 year after the date on which the distributed generation system received permission from the appropriate public utility to connect to the power grid or, if the distributed generation system is not connected to the power grid, 1 year after the date on which the distributed generation system received a final inspection:

(a) Take any actions necessary to ensure that the distributed generation system will meet that amount of production in the following year, including, without limitation, by the installation of additional equipment or repair to any existing equipment; or

(b) Take both of the following actions:

(1) Provide notice to the purchaser acknowledging that the distributed generation system has not met the estimated amount of production in the first year of operation; and

(2) If the distributed generation system has not met that estimated amount of production 1 year after the notice is sent, take the actions described in paragraph (a).

19. On a separate page, a thorough explanation of the estimated production of the distributed generation system and offset, which must include, without limitation, an explanation:

(a) Of how the estimated production of the distributed generation system and offset are calculated, including, without limitation, the fact that such calculations are based on available data on prior consumption;

(b) Of the effects of the behavior of the purchaser with respect to the amount of the offset, including, without limitation, the fact that any change in consumption by the purchaser will impact the estimated offset, or savings, in relation to the production and the possibility that the power bill of the purchaser may increase based on his or her consumption; and

(c) That the purchaser will always receive a power bill if the premises of the purchaser is connected to the power grid.

Sec. 29.5. NRS 598.9816 is hereby amended to read as follows:

598.9816 A power purchase agreement for the sale of the output of a distributed generation system must include a cover page that:

1. Prominently displays the following information at the top of the cover page in at least 16-point font:

(a) Notice of the right to rescind or cancel the agreement, without any penalty or obligation, within 3 business days , **as applicable**, after the execution of the agreement, as provided in NRS 598.98216.



(b) An electronic mail address to which a notice of rescission or cancellation may be sent pursuant to NRS 598.98216 and notice that the host customer may send such a notice to that electronic mail address.

(c) Notice of the requirement to make and maintain a recording pursuant to NRS 598.98213.

(d) Notice that, before the installation of the distributed generation system, the host customer will have the opportunity to confirm that no representations, offers or promises were made at any time concerning the sale of the output of the distributed generation system other than what is contained in the agreement.

(e) The length of the term of the agreement.

(f) A description of the consequences if the host customer dies during the term of the agreement.

(g) A statement indicating that certain financial covenants and restrictions for a distributed generation system affixed to a property may have an impact or effect on the future sale or transferability of the property and that it is recommended that the host customer seek the advice of a real estate professional, attorney or financial adviser before entering into the agreement.

2. Provides the following information in at least 10-point font:

(a) The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase.

(b) An estimated timeline for the installation of the distributed generation system.

(c) The rate of electricity per kilowatt-hour of electricity for the first year of the agreement.

~~(d) The length of the term of the agreement.~~

~~(e)~~ The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.

~~(f)~~ (e) The estimated production of the distributed generation system in the first year of operation and an explanation that:

(1) The host customer will always receive a power bill if the premises of the host customer are connected to the power grid;

(2) The estimated production or offset is based on available data on prior consumption; and

(3) Any change in consumption by the host customer will impact the estimated offset, or savings, in relation to the production.

~~(g)~~ (f) A description of the options available at the end of the term of the agreement.



~~(g)~~ (g) A description of any option to purchase the distributed generation system before the end of the term of the agreement.

~~(h)~~ (h) Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.

~~(i)~~ (i) Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.

~~(j)~~ (j) Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.

~~(k)~~ (k) Contact information for the State Contractors' Board and the Public Utilities Commission of Nevada, including, without limitation, a telephone number.

~~(l)~~ (l) Notice that the host customer, before execution of the agreement, may request any document used in the solicitation, offer or transaction for the power purchase agreement in any language.

(m) If the solar installation company paid any amount for a lead or referral that resulted in the power purchase agreement being provided to the host customer, the amount paid for the lead or referral.

(n) If the solar installation company included any material term of a power purchase agreement in any written or electronic marketing materials provided to the host customer before or contemporaneously with the agreement, notice that the material term used in the marketing materials is the same as the corresponding term included in the agreement.

Sec. 30. NRS 598.9817 is hereby amended to read as follows:

598.9817 A power purchase agreement for the sale of the output of a distributed generation system must include, without limitation, the following information in at least 10-point font:

1. The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the solar installation company.

2. The name, mailing address, telephone number and electronic mail address of:

(a) The provider of the distributed generation system; and

(b) The name, mailing address, telephone number and electronic mail address of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.

3. The length of the term of the agreement.

4. An estimated timeline for the installation of the distributed generation system.



5. The payments made during the first year of the agreement for the price of electricity, which includes, without limitation, the price per kilowatt-hour of electricity and the price per monthly system electrical output.

6. The estimated annual electrical output of the distributed generation system.

7. The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase.

8. A description of any obligation the solar installation company has regarding construction and repair of and insurance for the distributed generation system.

9. A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger any late fees.

10. A description of any:

(a) Taxes due at the commencement of the agreement; and

(b) Estimation of taxes known to be applicable during the term of the agreement, subject to a change in the state or local tax rate or tax structure.

11. A copy of the warranty for the distributed generation system.

12. A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.

13. Any terms for renewal of the agreement.

14. A description of any option to purchase the distributed generation system before the end of the term of the agreement.

15. A description of all options available to the host customer in connection with the continuation, termination or transfer of the agreement in the event of the:

(a) Sale *or transfer* of the property to which the distributed generation system is affixed ~~H~~ , *including, without limitation, whether the host customer may transfer the obligations under the agreement to the purchaser or transferee of the property, the conditions for any such transfer and the process to complete a payoff of any amount owed under the agreement;* or

(b) Death of the purchaser.

16. The granting to the purchaser of the right to rescind the agreement for a period ending not less than :

(a) For a host customer who is less than 60 years of age, 3 business days after the agreement is signed.



(b) For a host customer who is 60 years of age or older, 10 business days after the agreement is signed.

17. A description of any restrictions that the agreement imposes on the modification or transfer of the property to which the distributed generation system is affixed.

18. A description of any guarantees of the performance of the distributed generation system.

19. A disclosure notifying the host customer of the transferability of the obligations under the warranty to a subsequent purchaser.

20. *The granting to the host customer of the right to rescind the agreement pursuant to section 23.2 of this act.*

21. *A provision that provides that the host customer is not required to pay any money under the agreement, other than an initial down payment or deposit in an amount that does not exceed \$1,000 or 10 percent of the aggregate contract price, whichever is less, until:*

(a) If the distributed generation system will be connected to the power grid, the distributed generation system receives permission from the appropriate public utility to connect to the power grid.

(b) If the distributed generation system will not be connected to the power grid, the distributed generation system passes a final inspection and becomes operational.

22. A signature block that is signed and dated by the purchaser and the solar installation company.

~~{21-}~~ 23. A statement describing the due dates of any payments.

Sec. 31. NRS 598.98213 is hereby amended to read as follows:

598.98213 1. A solar installation company shall, in person or by telephone or videoconference, verbally:

(a) Confirm the identity of a purchaser ~~{or lessee}~~ under an agreement for the purchase ~~{or lease}~~ of a distributed generation system or a host customer under a power purchase agreement;

(b) Communicate to the purchaser ~~{, lessee}~~ or host customer the information required to be included in a cover page pursuant to NRS ~~{598.9809,}~~ 598.9813 or 598.9816, as applicable; and

(c) Confirm that the purchaser ~~{, lessee}~~ or host customer understands the information communicated pursuant to paragraph (b).

2. The verbal communication required by subsection 1 must be:

(a) Recorded by the solar installation company; and



(b) Conducted at the time of the execution of the agreement or within 48 hours after the execution of the agreement.

3. A solar installation company shall not commence the installation of any distributed generation system under an agreement until the recording required pursuant to this section has been made.

4. A solar installation company shall maintain the recording required pursuant to this section for not less than ~~4~~ 5 years after the date of the final inspection of the distributed generation system within the jurisdiction in which the distributed generation system is located.

Sec. 32. NRS 598.98216 is hereby amended to read as follows:

598.98216 **1.** Any purchaser or lessee who enters into or signs an agreement for the purchase or lease of a distributed generation system or host customer who enters into a power purchase agreement may rescind or cancel the agreement, without any penalty or obligation, by giving notice in writing to the solar installation company either by delivering, mailing or telegraphing such notice or sending such notice by electronic mail not later than midnight of the :

(a) For a purchaser, lessee or host customer who is less than 60 years of age, third business day after the date the agreement was entered into or signed ~~H~~ ;

(b) For a purchaser, lessee or host customer who is 60 years of age or older, tenth business day after the date the agreement was entered into or signed; or

(c) For a rescission pursuant to section 23.2 of this act, third business day after the receipt of the results of an on-site physical survey described in section 23.2 of this act.

2. The notice *required by subsection 1* must be addressed to the solar installation company at the solar installation company's place of business, or another place designated in the agreement, or sent to the electronic mail address set forth on the cover page required by NRS 598.9809, 598.9813 or 598.9816, as applicable, and must contain words indicating the intent of the purchaser, lessee or host customer to rescind or cancel the transaction previously entered into.

Sec. 33. NRS 598.9822 is hereby amended to read as follows:

598.9822 **1.** A host customer may file a complaint concerning a solar installation company with the Public Utilities Commission of Nevada. Upon receipt of a complaint, the Commission may direct the host customer to the appropriate agency or person to resolve the complaint.



2. The failure of a person to comply with NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act* constitutes a deceptive trade practice for the purposes of NRS 598.0903 to 598.0999, inclusive.

3. If a solar installation company executes with a purchaser or lessee an agreement for the purchase or lease of a distributed generation system or with a host customer a power purchase agreement and knowingly fails to comply with any requirement of NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act*, including, without limitation, by failing to include any disclosure or information required by NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act*, or knowingly failing to maintain a recording of a verbal communication as required by NRS 598.98213, the agreement is voidable by the purchaser, lessee or host customer. The actions of persons who solely conduct administrative duties or provide administrative services directly to and for the benefit of the solar installation company are not imputed to the solar installation company for the purposes of this subsection.

4. A violation of any provision of NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act*, constitutes consumer fraud for the purposes of NRS 41.600.

5. Any document described in NRS 598.9809 to 598.9821, inclusive, must be provided in:

(a) English; or

(b) Any other language, if any person so requests before the execution of the relevant document.

6. If a solar installation company advertises its services or negotiates orally or in writing any of the requirements of NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act* in a language other than English or permits an employee or agent of the solar installation company to so advertise or negotiate, the solar installation company must deliver a translation of any contract, agreement or notice described in NRS 598.9801 to 598.9822, inclusive, *and sections 23.1 to 23.8, inclusive, of this act* resulting from such advertising or negotiations in the language in which such advertising was made or such negotiations occurred to a person who is a party to such a contract or agreement, or who may sign the contract or agreement, or who is entitled to receive such notice. The translation of the contract, agreement or notice must be provided before the execution of the contract or agreement and include, without limitation, every term and condition in the contract, agreement or notice.



Sec. 34. (Deleted by amendment.)

Sec. 35. 1. The amendatory provisions of this act apply to an agreement for the provision of a distributed generation system loan, an agreement for the purchase of a distributed generation system, an agreement for the lease of a distributed generation system or a power purchase agreement entered into on or after October 1, 2025.

2. As used in this section:

(a) “Distributed generation system” has the meaning ascribed to it in NRS 598.9804.

(b) “Distributed generation system loan” has the meaning ascribed to it in section 23.12 of this act.

(c) “Power purchase agreement” has the meaning ascribed to it in NRS 598.9807.

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