ASSEMBLY BILL NO. 58–COMMITTEE
ON COMMERCE AND LABOR

(ON BEHALF OF THE STATE CONTRACTORS' BOARD)

PREFILED NOVEMBER 12, 2026

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to residential contractors. (BDR 54-298)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.
Effect on the State Highway Fund: No.

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

AN ACT relating to contractors; changing the name of the Recovery Fund administered by the State Contractors' Board to the Residential Construction Recovery Fund; revising the content of certain written statements that a residential contractor is required to provide to certain persons with whom he or she contracts; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law requires: (1) a residential contractor to pay certain biennial assessments to the State Contractors' Board; and (2) the Board to account for the assessments separately in an account referred to as the 'Recovery Fund.' (NRS 624.470) Under existing law, subject to certain exceptions, an owner of a single-family residence who suffers actual damages as a result of the acts or omissions of a licensed residential contractor may be eligible to recover damages from the Fund. (NRS 624.400-624.560) **Section 1** of this bill changes the name of the Fund to the Residential Construction Recovery Fund. **Sections 3-5** of this bill make conforming changes to reflect the change of the name of the Fund.

Under existing law, if a residential contractor enters into a contract or agreement with an owner of a single-family residence for the performance of certain work on the residence, the contractor is required to provide the owner a written statement explaining his or her rights concerning recovery from the Fund. (NRS 624.520) **Section 2** of this bill revises the content that is required to be set forth in the written statement to include a notice that the owner may contact the Board or visit the internet website of the Board to verify certain information about a contractor, to view the history of any disciplinary action taken against the

contractor or to obtain information about and determine his or her eligibility to file a claim for recovery from the Fund.

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

Section 1. NRS 624.470 is hereby amended to read as follows:

624.470 1. Except as otherwise provided in subsection 3, in addition to the fee for a license required pursuant to NRS 624.280, a residential contractor shall pay to the Board an assessment not to exceed the following amount, if the monetary limit on the residential contractor's license is:

Not more than $1,000,000	$200 per biennium
More than $1,000,000 but limited	500 per biennium
Unlimited	1,000 per biennium

2. The Board shall administer and account separately for the money received from the assessments collected pursuant to subsection 1. The Board may refer to the money in the account as the ~~["Recovery]~~ ***"Residential Construction Recovery*** Fund."

3. The Board shall reduce the amount of the assessments collected pursuant to subsection 1 when the balance in the account reaches 150 percent of the largest balance in the account during the previous fiscal year.

4. Except as otherwise provided in NRS 624.540, the money in the account must be used to pay claims made by injured persons, as provided in NRS 624.400 to 624.560, inclusive.

Sec. 2. NRS 624.520 is hereby amended to read as follows:

624.520 1. A residential contractor shall notify an owner with whom he or she contracts of the rights of the owner pursuant to NRS 624.400 to 624.560, inclusive, including, without limitation, providing a written statement explaining those rights in any agreement or contract for qualified services. The written statement must be in substantially the following form:

RESIDENTIAL CONSTRUCTION RECOVERY FUND

Payment may be available from the ***Residential Construction*** Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this State. To ***verify whether a contractor has a valid license and the number***

and classification of the license, to view the history of any disciplinary action taken against the contractor or to obtain information ~~[relating to the Recovery Fund and filing]~~ ***about and determine your eligibility to file*** a claim for recovery from the ***Residential Construction*** Recovery Fund, you may contact the State Contractors' Board ~~[.]~~ ***or visit the Internet website of the Board at http://www.nvcontractorsboard.com.***

2. The Board may impose upon a contractor an administrative fine:

(a) Of not more than $250 for the first violation of subsection 1; and

(b) Of not more than $500 for a second or subsequent violation of subsection 1.

3. The Board shall deposit any money received pursuant to this section in the account established pursuant to NRS 624.470.

Sec. 3. 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 598.982144.

(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) A description of any warranties.

(e) The rate of any payment increases.

(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.

(g) The estimated production of the distributed generation system in the first year of operation.

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

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

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

(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 ***Residential Construction*** Recovery Fund.

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

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

(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.

(q) The following disclosures:

(1) Whether the solar installation company:

(I) Maintains a physical office in this State at which employees, as defined in subsection 6 of NRS 624.020, of the solar installation company conduct business; and

(II) Has at least one motor vehicle registered in this State;

(2) Whether the solar installation company is in compliance with all applicable federal, state and local laws and regulations; and

(3) Whether the person who initially presented the lessee with the lease agreement is an employee, as defined in subsection 6 of NRS 624.020, of the solar installation company.

Sec. 4. 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. Provides 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.

(i) Notice of the existence of the ***Residential Construction*** 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 ***Residential Construction*** 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.

(p) The following disclosures:

(1) Whether the solar installation company:

(I) Maintains a physical office in this State at which employees, as defined in subsection 6 of NRS 624.020, of the solar installation company conduct business; and

(II) Has at least one motor vehicle registered in this State;

(2) Whether the solar installation company is in compliance with all applicable federal, state and local laws and regulations; and

(3) Whether the person who initially presented the purchaser with the purchase agreement is an employee, as defined in subsection 6 of NRS 624.020, of the solar installation company.

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

(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.

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

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

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

(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 ***Residential Construction*** Recovery Fund.

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

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

(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.

(o) The following disclosures:

(1) Whether the solar installation company:

(I) Maintains a physical office in this State at which employees, as defined in subsection 6 of NRS 624.020, of the solar installation company conduct business; and

(II) Has at least one motor vehicle registered in this State;

(2) Whether the solar installation company is in compliance with all applicable federal, state and local laws and regulations; and

(3) Whether the person who initially presented the host customer with the power purchase agreement is an employee, as defined in subsection 6 of NRS 624.020, of the solar installation company.

Sec. 6. This act becomes effective on July 1, 2027.

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