

# Illinois Solar for All Community Solar Contract Requirements

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COMPLIANCE REQUIRED BY JUNE 1, 2026<sup>1</sup>

All contracts with subscribers to ILSFA Community Solar projects (including agreements for loans to finance the purchase of shares or panels of a community solar project) must contain the required terms stated in this document. In some cases, the requirements listed herein prescribe the content of specific terms, while other requirements prescribe only the scope of contractual terms to be covered.

Note that the Illinois Solar for All program does not necessarily require the submission of a signed subscription contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every subscription upon application; however, Approved Vendors must provide documentation to the Program Administrator explaining how the community solar subscription will meet the savings requirements as detailed in the Approved Vendor Manual. The Program Administrator may require the submission of a copy of the contract, or some other statement of customer savings estimates, including assumed parameters.

**Contracts may not prohibit or limit the customer's ability to make complaints to the Program Administrator or Agency or to cooperate with investigations into potential Program violations.**

All customer contracts must be executed by customer signature (which may be by electronic means) and include the date of customer signature (which may be recorded manually or automatically).

The Approved Vendor will attest to compliance with the contract requirements herein in Part II of the project application.

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<sup>1</sup> This document was published at least 45 days in advance of the date by which compliance is required, in accordance with the Final Order in ICC Docket No. 19-0995 at 56, 62.

## A. General Requirements

1. **Language:** The contract must be in a language in which the customer is able to understand and communicate.
2. **Right of Rescission:** The contract must include a right of rescission within three days after contract execution.
3. **Pricing and Fees:** The contract must include a plain language description of the subscription pricing, including the terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis. The contract must specify whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber. Subscription payments and any other charges or fees must comply with the savings requirements as detailed in Chapter 5 of the Approved Vendor Manual.

The contract must disclose all recurring and nonrecurring charges or fees and describe the circumstances in which each charge or fee may apply. The customer cannot be required to provide an upfront payment prior to receiving credits on their electricity bill. The contract must provide a grace period of at least seven calendar days before any late payment fees apply. No prepayment penalties (for a lease or a loan for purchasing a project share) are allowed.

- **Energy Sovereignty projects:** Community solar projects organized as cooperatives to meet Energy Sovereignty requirements may charge a nominal up-front fee to subscriber-owners. If customers purchase panels or shares of a community solar project, the contract must state the purchase price. If a contract provides that ownership is transferred to the customer at a later point in time, the contract must specify the timing of the ownership transfer and the price as a set dollar value. The contract must also address the allocation of responsibility for monitoring and maintenance after the ownership transfer, and if applicable, the contract must address any funds held in escrow to pay for the transfer. The contract must also address any transfer of warranties to the customer.
4. **Contract Duration and Renewal:** The contract must state the contract duration, including the initial time period and any renewal terms or procedures, including any automatic renewal terms.

## B. Termination

1. **Termination by Customer:** The contract must state that the customer may terminate the contract early and provide the terms and conditions for early termination by the customer, including the process for unsubscribing and any associated costs or fees. The contract must allow for non-anchor tenant customers to terminate without any fee if notice is given at least 30 days in advance.
2. **Termination by Community Solar Provider:** The contract must explain any circumstances under which the Community Solar Provider may terminate the contract early. The contract must also describe what notice would be given to customers, including the timing of the notice and how it would be communicated. The contract must state what remedies are available to the customer if the Community Solar Provider terminates the contract early.

## C. Underperformance and Interruptions

1. **Underperformance:** The contract must describe any compensation to be paid to the customer for underperformance.

2. **Interruptions:** The contract must disclose the method of providing notice to customers when the project is out of service for more than three business days. The notice must include an estimate of the duration of the outage and the estimated production that will be lost due to the outage.

#### D. Financing Requirements

1. **Forbearance:** Contracts that include ongoing payments must offer terms that include forbearance, except that this requirement does not apply to a community solar subscription where the subscription fee is billed by the utility and the utility applies the *net credit* (community solar credit minus the subscription fee) to the customer's utility bill. If an ILSFA customer can show good cause in a request for forbearance, and/or a residential income-eligible customer defaults on payment for a community solar subscription or other interest in a community solar project, the Community Solar Provider must offer at least one of the following options, as applicable:
  - Suspension of total payments for up to three months (applicable for loans, leases, and subscriptions);
  - Suspension of interest payments for up to six months (applicable for loans); or
  - Reduction in interest rates for up to 12 months (applicable for loans).

Missed revenues may be recovered later, but no interest may be applied to the missed revenues.

2. **Loans:** For situations where an income-eligible residential customer is taking a loan to finance the purchase of particular panels or a share of a community solar project, the following requirements apply:
  - The loan may not be secured by home or home equity; and
  - The loan documents must state the following:
    - Principal loan amount;
    - Schedule of loan disbursements;
    - Schedule and due dates of repayments;
    - Order of allocating payments (to principal, interest, fees, etc.);
    - Interest rate;
    - The name of the borrower(s), lender, and servicer;
    - Nature of lender's security interest (e.g., UCC-1 financing statement);
    - Events of default and lender's remedy(ies) upon default (including forbearance); and
    - All fees and penalties.

#### E. Portability and Transferability

1. **Portability:** The contract must allow a customer who moves within the same utility territory to retain their subscription at their new location. The subscription may be downsized if necessary based on customer's electricity usage at the new location.
2. **Transferability:** The contract must allow the customer to assign or sell their subscription to another person within the same utility service territory, without any fee owed to the subscription counterparty, subject to reasonable terms and conditions. The Community Solar Provider may apply any subscriber eligibility requirements that are applicable to a new subscriber at the time of the transfer, such as a minimum credit score or execution of an automatic payment agreement, to the assignee. The Community Solar Provider may not apply stricter eligibility requirements to an assignee than it would apply to a new customer at the time of the assignment. The Community Solar Provider may require that assignments retain the original subscription size and may reject an assignment that would require the subscription size to be adjusted. The Community Solar Provider may also reject an assignment if the original customer was a small subscriber and the new subscriber would not be a small subscriber.

**F. Other Requirements**

1. **Contact Information:** The contract must provide contact information for the Community Solar Provider for questions and complaints. The contract must also provide the phone number and website address for the Illinois Power Agency and Illinois Commerce Commission.
2. **Tax Implications:** The contract must include a statement that the Community Solar Provider does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber.
3. **Additional Information:** The contract must include:
  - A dispute procedure;
  - A billing procedure description;
  - The data privacy policies of the Community Solar Provider; and
  - Any other terms and conditions of service.
4. **“To Be Determined” Disclosure Forms:** If the customer signs a “To Be Determined” Disclosure Form, which does not specify the community solar project to which the customer will be subscribed, the contract must include terms that allow the customer to cancel the contract without penalty or advance notice if the customer is not subscribed to a specific community solar project within 180 days of the date the Disclosure Form is signed, or 210 days if an extension has been obtained in the manner specified in Section V.B.2 of the Consumer Protection Handbook.