



# Appendix A

## Illinois Solar for All Program Non-profit/Public Facilities and Residential Solar Contract Requirements Checklist

### INTRODUCTION

This checklist is intended to facilitate review and ensure that Non-profit/Public Facilities and Residential Solar contract templates submitted for Illinois Solar for All ("ILSFA" or "Program") adhere to the specified terms and conditions as outlined in the Illinois Solar for All Non-profit/Public Facilities and Residential Solar Contract Requirements (effective June 1, 2026).<sup>1</sup>

### INSTRUCTIONS

The Program Administrator must complete this checklist for every contract template an Approved Vendor or Designee (AV/D) submits for review. Approved Vendors or Designees must submit a contract template for every contract type that they are planning to submit with ILSFA. Approved Vendors are also required to submit a completed Contract Review Checklist prior to submitting a Part I application.

Reviewers should record their feedback in the "Reviewer Notes and Questions" that follows the checklist below and update this checklist once the Approved Vendor or Designee has updated its contract to reflect modifications in response to feedback.

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<sup>1</sup> Available at: <https://www.illinoissfa.com/wp-content/uploads/2025/02/2025-2026-Contract-Requirements-Residential-Solar-and-Non-Profit-and-Public-Facilities.pdf>.



## Step 1 – A. Contract Requirements that Apply to Purchases, Leases, and PPAs

Complete Step 1 for all contract types and then complete the appropriate portion(s) in Step 2 for the applicable transaction type, checking the accompanying boxes for all requirements that your contract has complied with. Do not check any box next to a corresponding requirement that your contract does not comply with. Where required, input page and contract section numbers below.

### THIS SECTION TO BE COMPLETED BY PROGRAM ADMINISTRATOR

Program Administrator Contract Reviewer Name:

Date of Review:

Organization (AV/D):

Project ID number (if any):

Subprogram (NP/PF, Residential (Small), Residential (Large)):

Template (Yes or No):

Type of Agreement (Lease, PPA, Purchase, Financing/Loan):

#### 1. Right of Rescission and Cancellation

- For Residential Solar sub-programs, the contract provides a right of rescission within fourteen business days after contract execution.

☐ Contract meets requirement.

☐ Not applicable. This is a Nonprofit or Public Facility project.

Page and section in contract specifying right of rescission

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- If the site suitability report indicates that the project is not viable, the contract must contain a no-cost cancellation provision.

☐ Contract meets requirement.

Page and section in contract containing a no-cost cancellation provision

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#### 2. Project specifications



- System size, type of panels, estimated first-year production, and annual degradation are specified.

☐ Contract meets requirement.

Page and section in contract specifying system design specifications:

\_\_\_\_\_

- Must include or incorporate by reference a site plan or equivalent drawing. If incorporated by reference, the contract must state that the site plan or equivalent drawing will be provided to the customer within 30 days of the contract execution, and the plan or drawing must be substantially consistent with the specifications in the contract and Disclosure Form.

☐ Contract meets requirement.

Page and section in contract including or incorporating site plan or equivalent drawing: \_\_\_\_\_

### 3. Upfront costs

- Residential Solar (Small) customers cannot be required to provide an upfront payment prior to energization of the solar project.

☐ Contract meets requirement.

☐ Not applicable. This is a Nonprofit and Public Facility or Residential Solar (Large) project.

Page and section in contract specifying no upfront payment (if applicable):

\_\_\_\_\_

### 4. Fees

- Any and all possible fees (in addition to those mentioned in B and C below) are clearly stated.
- Must provide a grace period of at least seven calendar days before any late payment fees apply.

☐ Contract meets requirement.

Page(s) and section(s) in contract specifying fees (incl. late payment fees):

\_\_\_\_\_

### 5. Prepayment penalties

- No prepayment penalties are included for Residential Solar subprogram projects.<sup>2</sup>

☐ Contract meets requirement.

<sup>2</sup> Review of prepayment penalties is not required for Nonprofit and Public Facility sub-program projects.

☐ Not applicable: This is a Nonprofit and Public Facility or Residential Solar (Large) project.

**6. Savings Requirements:** Savings requirements will be verified in the Disclosure Form review process.

**7. Non-Selection for ILSFA**

- Mechanism for handling changes in pricing or other terms in the event of non-selection for an ILSFA REC contract is confirmed in writing (e.g., condition precedent clause).
- If there is no change in contract terms if the solar project is not selected, the contract must state this.

☐ Contract meets requirement.

Page and section in contract specifying terms in event of non-selection or that there is no change in the pricing or contract terms in the event of ILSFA REC contract non-selection: \_\_\_\_\_

**8. Warranty or Guarantee**

- Warranty or guarantee, or other agreement, is provided at no additional cost to participant that meets following requirements (including for Energy Sovereignty projects):
  - Duration of at least 15 years or the length of the REC Contract (whichever is longer);
  - Includes maintenance and repairs (including parts and labor) such that the full system and all components are operating to industry standards;
  - Ensures no degradation of generation beyond 15% over the first 15 years;
  - Specifies any limitation on the coverage of the warranty, guarantee, or agreement;
  - Specifies remedy for participant in the case of underperformance or other issue and how to file a claim; and
  - Specifies what entity is responsible for the warranty, guarantee, or agreement.

☐ Contract meets requirement.

Page(s) and section(s) in contract specifying warranty/ guarantee terms:

\_\_\_\_\_

**9. Responsible Parties**

- States which AV/D is responsible for securing municipal permits and approvals.

☐ Contract meets requirement.

Page and section in contract specifying responsibility for municipal permits:

\_\_\_\_\_

- States which AV/D is responsible for completing and submitting the interconnection application.

☐ Contract meets requirement.



Page and section in contract specifying AV/D must complete and submit the interconnection application: \_\_\_\_\_

- States which AV/D is responsible for entering meter data in the relevant REC tracking system (this provision could be in a separate contract).

☐ Contract meets requirement.

Page and section in contract specifying AV/D responsivity for meter data<sup>3</sup>:  
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## 10. Liability During Construction

- Allocation of responsibility (AV/D) for harm to property, materials, and workers during construction is specified.

☐ Contract meets requirement.

Page and section in contract specifying AV/D is responsible for harm to property, materials, and workers during construction: \_\_\_\_\_

## 11. Subcontractors

- If subcontractors may be utilized, the contract requires the AV/D to provide the name of any subcontractor to the customer before work begins.

☐ Contract meets requirement.

If applicable, page and section in contract specifying that subcontractors may be utilized and including this requirement: \_\_\_\_\_

## 12. Change Orders

- Any change order, including scope and price, must be confirmed in writing.

☐ Contract meets requirement.

Page and section in contract stating that change order must be confirmed in writing: \_\_\_\_\_

## 13. Inspections

- Installer commits not to pass on costs related to curing problems found in project inspections.

☐ Contract meets requirement.

<sup>3</sup> This may be specified in a separate contract from the primary customer contract. If that is the case, input "Separate contract" in this field.



Page and section in contract committing not to pass on costs related to curing problems found in project inspections to customer:

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#### 14. Mechanic's Lien

- Contract states when mechanic's lien waiver will be provided.

☐ Contract meets requirement.

Page and section in contract specifying mechanic's lien information:

\_\_\_\_\_

#### 15. Disputes

- Dispute resolution procedures are outlined.

☐ Contract meets requirement.

Page and section in contract specifying dispute resolution procedures:

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#### 16. Governing Law

- Governing law is specified.

☐ Contract meets requirement.

Page and section in contract specifying governing law:

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#### 17. Forbearance

- Contracts with ongoing payments offer terms that include forbearance options that allow customers to obtain, for good cause, at least one of the following:
  - a) suspension of total payments for up to three months (applicable for loans, leases, and PPAs),
  - b) a suspension of interest payments for up to six months (applicable for loans), or
  - c) a reduction in interest rates for up to twelve months (applicable for loans).

Missed revenues may be recovered later in the stage of the contract, but no interest may be applied.

☐ Contract meets requirement.

☐ Not applicable. No ongoing payments.



Page and section in contract specifying forbearance terms<sup>4</sup>:

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## Step 2 – Requirements for Specific Transaction Types

Complete either section B or C below based on the contract type. For PPAs or leases that provide for a transfer of ownership to the customer before 15 years have elapsed from the contract start date, only the PPA or lease section (as appropriate) is required.

### B. PURCHASE TRANSACTIONS:

#### 1. Pricing and Payments

- Contract specifies the total price and payment schedule.

☐ Contract meets requirement.

Page and section in contract specifying total price and payment schedule:

\_\_\_\_\_

#### 2. Ownership Transfer

- Indication of when ownership of the solar project transfers to the customer.

☐ Contract meets requirement.

Page and section in contract specifying transfer date:

\_\_\_\_\_

#### 3. Transfer of RECs

- Provisions for the owner's transfer of RECs to an Approved Vendor for 15 years are specified in the purchase agreement or a separate contract.

☐ Contract meets requirement.

Page and section in contract specifying 15 years of REC transfer<sup>5</sup>:

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#### 4. Sale of Property

- Contract includes the customer's rights and obligations upon selling the property. For example, if the new property owner must sign a contract with the Approved Vendor, this must be disclosed.

<sup>4</sup> Not required for contracts that do not include any ongoing payments, such as no-cost purchase contracts or lease/PPA contracts with no required monthly payments.

<sup>5</sup> This may be specified in a separate contract from the primary customer contract. If that is the case, input "Separate contract" in this field.

☐ Contract meets requirement.

Page and section in contract specifying rights/ obligations upon sale:

\_\_\_\_\_

## C. LEASE AND PPA TRANSACTIONS:

### 1. Payment Terms

- Frequency of periodic payments is specified.
- Date of the first payment is specified.
- Method of invoicing and payment is outlined.

☐ Contract meets requirement.

Page and section in contract specifying payment terms:

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### 2. Pricing

- Pricing terms, including escalation, are clearly defined.

☐ Contract meets requirement.

Page and section in contract specifying pricing terms:

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### 3. Term of Contract

- Term of the lease or PPA arrangement is at least 15 years.
- Energy Sovereignty projects: The contract must provide for the transfer of ownership to the customer at seven years or earlier after energization. The contract must provide for transfer of RECs to the Approved Vendor for the first 15 years.

☐ Contract meets requirement.

Page and section in contract specifying term of lease or PPA or energy sovereignty information: \_\_\_\_\_

### 4. Option to Terminate

- Customer has the option to terminate early, with specified termination fee or formula.

☐ Contract meets requirement.

Page and section in contract specifying early termination rights and formula/fees: \_\_\_\_\_

- Contract must state who has ownership of the project and whether removal of the solar project is required, not provided, or provided at the customer's request.



☐ Contract meets requirement.

Page and section in contract specifying Ownership and removal terms:

\_\_\_\_\_

- In case of removal, contract must explain who is responsible for any necessary roof repairs, and any removal fee must be disclosed.

☐ Contract meets requirement.

Page and section in contract specifying removal and roof terms:

\_\_\_\_\_

☐ Not applicable. Removal not provided.

## 5. Default

- Events of default and remedies for both customer and installer are outlined.

☐ Contract meets requirement.

Page and section in contract specifying remedies in the event of default:

\_\_\_\_\_

## 6. Options at End of Contract

- System removal is not mandatory upon contract expiration.
- No system removal fee is allowed.
- Customer can choose from removal, purchase, or renewal.
  - Purchase terms are specified upfront (price may be a set dollar value or be based on formula or on an appraisal)
  - Renewal terms are specified upfront.

☐ Contract meets requirement.

Page and section in contract specifying customer's options to purchase, have the system removed, or renew the PPA or lease upon expiration:

\_\_\_\_\_

☐ Not applicable. Project is an Energy Sovereignty project and not subject to the required renewal or removal options at the expiration of the PPA or lease.

## 7. Energy Sovereignty<sup>6</sup>

- Contract includes an early buyout or ownership transfer provision of seven or fewer years after energization.
- Contract explicitly provides for transfer of RECs to the Approved Vendor for 15 years, despite the early transfer.

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<sup>6</sup> Only required for PPA or lease-to-own contracts receiving an energy sovereignty designation and REC adder.



- Contract provides purchase price as a set dollar value.
- Contract must address any transfer of warranties to customer.
- If applicable, the contract should address any funds held in escrow to pay for the transfer.

☐ Contract meets requirement.

Page and section in contract specifying ownership transfer will occur at seven or fewer years after energization: \_\_\_\_\_

☐ Not applicable. Not an energy sovereignty project.

Page and section in contract specifying that RECs will continue to transfer to the Approved Vendor after change in ownership: \_\_\_\_\_

Page and section in contract providing purchase price as set dollar value:

\_\_\_\_\_

Page and section in contract specifying Transfer of warranties to customer:

\_\_\_\_\_

Page and section in contract addressing any funds held in escrow to pay for transfer: \_\_\_\_\_

## 8. Right to Purchase System

- Whether customer has the right to purchase the system before the end of the PPA or lease arrangement is specified, and if so, the purchase terms, including price, of such purchase are included. The price may be a set dollar value or be based on a formula or on an appraisal. |

☐ Contract meets requirement.

Page and section in contract specifying Early Purchase terms, if any:

\_\_\_\_\_

## 9. Sale of Property

- Contract must provide customer's rights and obligations upon selling contract.
- Customer has option to purchase the system at any time during the lease or PPA if they sell the property on which the project is located.
- Procedures for transferring the PPA or lease to the new property owner are specified.
- Both options (purchase and transfer of lease/PPA) shall provide for continued transfer of RECs to the Approved Vendor for the remainder of the first 15 years.

☐ Contract meets requirement.

Page and section in contract specifying rights/obligations upon sale:

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## **10. UCC-1 Statements**

- System owner's right to file UCC-1 statement is outlined.

☐ Contract meets requirement.

Page and section in contract concerning UCC-1 filing:

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## **11. Insurance**

- Allocation of responsibility to maintain insurance on the system and required insurance terms are defined.

☐ Contract meets requirement.

Page and section in contract specifying responsibility for maintenance of insurance coverage and required terms: \_\_\_\_\_

## **12. Risk of Loss: Damage to System.**

- Allocation of risk of loss in case of damage to system is specified.

☐ Contract meets requirement.

Page and section in contract specifying who bears risk of loss due to damage to system: \_\_\_\_\_



## REVIEWER NOTES AND QUESTIONS