

Your Solar Agreement & Legal Support Overview

A clear and transparent explanation of who we are, understanding your situation and providing you options for relief.



Agenda

1. Who We Are
2. Consultation
3. Review
4. Reasons Homeowners Need Help
5. Common Violations
6. Truth in Lending Disclosure Violation
7. Next Steps

Trusted Client Advocacy & Legal Coordination

BBB-Accredited Business (A+ Rating) — Verified Trust & Accountability

Solar Exit Partners is a DBA of Republic Financial Services, LLC, headquartered in Phoenix, Arizona, serving clients nationwide.

We provide dedicated client advocacy and case coordination, and when appropriate we help facilitate connection with independent legal counsel for contract-resolution options‡.



**Professional legal
coordination**



**Experienced client advocacy and
support**



**Transparent process and
communication**



**Commitment to ethical business
practices**

‡We are not a law firm; clients engage attorneys directly when legal representation is required.



Consultation

- We get to know you and your situation
- We gather the facts about what happened
- We have an account manager review your answers to
determine the best course of action

Why This Review Matters



Contract Clarity

Highlight key terms in your contract that impact your long-term obligations



Legal Process

Walk through what happens once your file transitions to an attorney



Common Concerns

Explain areas homeowners often have questions about or find confusing



Your Advocate

Explain the value of having personal legal representation on your side



Common Reasons Homeowners Seek Legal Help

- **Hidden Mark Up Fees**

Solar lenders often include "dealer fees" in loan principals without clear disclosure, inflating costs by 30% or more compared to cash prices.

- **Balloon Monthly Payment**

Solar loans may include terms requiring substantial prepayments based on tax credit eligibility, leading to unexpected payment increases.

- **Misleading Tax Information**

Sales pitches frequently overpromise savings from the 30% Investment Tax Credit, leaving homeowners with higher payments if they don't qualify.

- **Energy Savings Lies**

Actual savings vary significantly based on location, energy usage, and seasonal factors, often falling short of promised benefits.



Common Reasons Homeowners Seek Legal Help

- **High Pressure Sales Tactics**

Sales reps often pressure customers into signing quickly with high pressure sales tactics and not allowing customers to do their due diligence.

- **Company Is Out of Business**

The solar company is out of business and the customer is not able to get their system serviced and working.

- **Undisclosed Lien**

Many customers aren't aware of the lien placed on their home until they go to refinance or sell their home.

- **Financial Burden**

Many customers have faced a financial burden with solar and are paying far more for solar than had they stayed with the electric company.



Common Violations

1. Truth in Lending Act (TILA)

TILA governs many aspects of consumer credit transactions, including home sales and home improvement contracts where a lien may be placed on the home.

Disclosure Requirements:

Under TILA, creditors must provide clear and accurate disclosures about the terms and costs of loans or credit agreements. This includes:

- The Annual Percentage Rate (APR)
- The total cost of the credit
- The payment schedule

If the product or service sold results in a lien on the home (such as through financing for solar panels or home improvements), TILA ensures that homeowners are informed of their rights, including the right of rescission (the right to cancel certain types of loans within three days).



Common Violations

2. Home Solicitation Sales Act (HSSA)

This federal law applies to door-to-door sales, including home improvement products or services sold by solicitors.

Cooling-Off Rule:

The FTC's Cooling-Off Rule (which is part of the HSSA) gives consumers the right to cancel purchases over \$25 made at their home (or outside of a seller's permanent place of business) within three business days.

Disclosure Requirements:

Sales representatives are required to inform homeowners of their right to cancel the contract and provide them with a cancellation form and instructions on how to do so.



Common Violations

3. Real Estate Settlement Procedures Act (RESPA)

RESPA governs the practices in home sales and the settlement (closing) process.

Purpose:

It aims to protect consumers by requiring clear disclosures of the costs involved in real estate transactions, including the mortgage or lien process.

Key Disclosures:

RESPA requires certain forms, including the Good Faith Estimate (GFE) and HUD-1 Settlement Statement, to be provided so consumers can understand the costs of the transaction.



Common Violations

4. Federal Trade Commission (FTC) Act

The FTC Act prohibits unfair or deceptive business practices.

Application to Sales Organizations: If a sales organization places a lien on a home or engages in misleading marketing or fails to disclose important terms of a contract, they could be in violation of the FTC Act. The FTC ensures that sellers are transparent and provide accurate information to consumers, including any potential impacts on homeownership or liens.



Common Violations

5. Magnuson-Moss Warranty Act

This law governs warranties on consumer products. If a product like a home improvement system (e.g., solar panels) is installed and a lien is placed on the home as part of a financing agreement, the seller must provide clear disclosures regarding the warranty, and any financing terms should be disclosed in line with TILA.

Common Violations

6. Dodd-Frank Wall Street Reform and Consumer Protection Act

This law created the Consumer Financial Protection Bureau (CFPB), which regulates many aspects of consumer financial products, including home improvement loans and transactions that place a lien on a homeowner's property.

CFPB Enforcement:

The CFPB has authority to enforce violations related to mortgages, home equity lines of credit (HELOCs), and other liens on real property. The Bureau ensures that organizations follow federal disclosure laws and protect consumers from unfair practices.



Common Violations

7. Home Mortgage Disclosure Act (HMDA)

If a sales organization arranges financing that places a lien on a home, they may be subject to HMDA rules, which require transparency about mortgage lending practices.

Disclosure Requirements:

Lenders must provide certain disclosures regarding mortgage loans, including information on the interest rates, terms, and whether a lien will be placed on the property.

Common Violations

Truth in Lending Act (TILA)

As a consumer, it is very IMPORTANT to understand the rules, regulations, and MANDATORY requirements put in place for your protection under the above-cited Federal Acts in addition to individual State Protections. The Truth in Lending Act (TILA) is one of the most important ACTS governing consumer contracts and financing disclosures.



MANDATORY Disclosures under TILA:

1. Annual Percentage Rate (APR)

The APR represents the total cost of credit expressed as a yearly rate. It reflects not just the interest rate but also all other fees and charges that the homeowner will pay as part of the financing, including any dealer fees or add-ons.



MANDATORY Disclosures under TILA:

2. Total Amount Financed

The total amount financed is the actual amount of money that the borrower is receiving to finance the solar panels. This amount should exclude any prepaid finance charges but must include all dealer fees and additional charges related to the transaction.



MANDATORY Disclosures under TILA:

3. Finance Charge

The finance charge is the total amount the homeowner will pay over the life of the loan, beyond the cost of the solar panels themselves. This includes:

- Interest charges
- Dealer fees
- Add-on costs (warranties, maintenance contracts, etc.)
- Service fees or administrative fees



MANDATORY Disclosures under TILA:

4. Itemization of Amount Financed

Creditors must provide an itemized breakdown including:

- The amount credited to the homeowner's account
- Dealer fees or commissions
- Add-on charges



MANDATORY Disclosures under TILA:

5. Prepaid Finance Charges

These must be disclosed, including:

- Origination fees
- Dealer processing fees
- Any charges paid before receiving loan funds

In situations similar to yours, if a dealer inflates the price of the solar panels from \$4.00 per watt to \$5.50 per watt, in order to offer a lower APR on financing, but intentionally fails to disclose that the \$1.50 per watt increase is a dealer add-on or fee, that becomes a violation of the Truth in Lending Act (TILA) requirements. The dealer cannot simply bundle it into the overall cost of the system without disclosing it.



MANDATORY Disclosures under TILA:

If the dealer presents the \$5.50 per watt as the "normal" cost of the solar system, when in reality the true market value is \$4.00 per watt and the extra \$1.50 is a dealer add-on or markup to compensate for the lower financing rate, this could be considered misrepresentation or deception.

By hiding the \$1.50 per watt dealer markup and failing to disclose it as a fee or add-on related to the financing, the dealer is in VIOLATION of TILA because:

- The APR calculation would not reflect the true cost of the financing
- The finance charge would not be fully disclosed
- The total amount financed would be misleading



Cost to Keep Your Solar Agreement

Long-Term Implications

Escalating Payments

Annual increases compound over time, potentially impacting your budget significantly.

Home Sale Impact

Buyers must assume the Purchase Power Agreement (PPA) or loan, or you may need to buy it out, complicating home sales.

Limited Flexibility

A 25 year commitment means few exit options, locking you into a long-term agreement and taking up equity.

Total Investment

The cumulative cost of a Purchase Power Agreement (PPA) or loan often exceeds the expense of purchasing a solar system outright.

Estimated Financial Breakdown Example:

Total 25-Year Cost:

Base Contract Cost (3.99%):

\$45,000

Total Interest/Escalation: 3.99%

\$26,129

Total Cost of Ownership:

\$71,918

Remember: These costs continue regardless of:

- Changes in utility rates
- Your home value or financial situation
- System performance issues
- Whether you move or refinance

Next Steps



Questionnaire and Statement

We will conduct a thorough interview to gather all the facts about your situation

Review

An Account Manager will review your file to determine the best course of action.

Acceptance and Processed

Once you have been accepted we will help gather all of your documents and submit your file to the law firm



Important Timeline Summary:

- Questionnaire and Sworn Statement of Facts
- Review within 24 hrs
- Gather documents and submit your file
- Law firm will contact you for your consultation call within 2-3 weeks