Answers to Frequently Asked Questions:
New Property Owner Assumption Agreement Form

Q: I have purchased or sold a property with a rooftop PV system on it. What do I need to do?
A: The new property owner needs to send us a signed Assumption Agreement Form along with a copy of the signed, recorded deed, a Certificate of Insurance and a copy of the lease transfer agreement (if applicable). This form is available for download on our website or by contacting our Customer Service team for assistance.

Q: What is the purpose of this Assumption Agreement? Why is it necessary?
A: A rooftop PV system is a small electric generation facility. The primary difference from its utility counterpart is its size and all generation facilities are required to enter into contractual agreements to tie into the grid. These agreements outline the rights and responsibilities of each party. The property owner is the customer-generator in this context and when that owner changes the agreement needs to reflect those changes. This can be done through executing a new agreement with the new property owner or through a simple assumption process.

Q: What’s the difference between signing a new agreement and assuming an existing agreement.
A: The terms and conditions of each agreement do not change when a property changes hands, only the name on the agreement. A new agreement is a lengthier process that can be very time consuming and difficult to complete if the system is leased by a third-party. Third party agreements require all parties to sign and we’ve had many situations where customers have found it difficult to obtain a signature from their leasing company, particularly those that don’t maintain a presence on the island where the system is located. With an assumption form, the new property owner agrees to assume all the rights and responsibilities of the agreement from the old property owner, but the agreement itself doesn’t change. The name and contact information are updated in our system and the new property owner is considered in good standing and compliant with the program agreement. The assumption form doesn’t require the signature of the leasing company if the leasing company is unchanged or if the new owner bought out the lease through the purchase of the property. We do require the appropriate documentation to be included with the form so that we keep our records current.

Q: If the name of the previous property owner stays on the agreement, does that mean they are still liable under the contract?
A: No. Once the assumption form is processed and our records updated, they no longer have any liability under the agreement because their rights and responsibilities have been assumed by the new property owner.

Q: What if I want to complete a new agreement instead of assuming the old agreement?
A: Please contact us for assistance.

Q: How can I obtain a copy of the agreement?
A: When you send in the assumption form, we will send you a confirmation of the assumption with your Project ID for your records. Let us know if you would like for us to send you a copy of the agreement when we send you the confirmation letter.
Q: I'm a real estate agent. Can this paperwork be included as part of the closing process?
A: Yes, in fact we encourage you to do so! Simply download the form and send it with the required documentation to our email or physical address.

Q: How do I return the form and required documents?
A: You may either email us a scanned document with the signatures and attachment or mail us a hard-copy with the original signature. Please refer to the end of this document for the contact information for each utility.

Q: What if I don’t want to assume the agreement for this PV system?
A: If you choose not to assume a program agreement from the previous owner, your system will be deemed non-compliant and must either be turned off or removed from the property.

Q: What if I want to make changes to this system or switch programs?
A: We're happy to help you with that process. First, you must assume the current agreement. After the agreement and PV system are legally in your name, we'll assist you with how to go about making changes to your system or program.

Q: What attachments do I have to send in with my form?
A: It depends on the situation. We need a copy of the signed, recorded deed that shows you’re the new owner if the property has been recently purchased. We need to verify ownership and it usually takes the counties several weeks to update their information online. We need a Certificate of Insurance that demonstrates compliance with program requirements if applicable (see below for more information) and, if the system is leased, we need a signed copy of either the lease transfer agreement or lease buyout agreement.

Q: What are the insurance requirements?
A: Here’s the language as it appears in tariff and the agreement:

*The following insurance provisions are only applicable to Generating Facilities with a Total Rated Capacity greater than 10 kW but not exceeding 100 kW:*

*The Customer-Generator shall, at its own expense and during the term of the Agreement and any other time that the Generating Facility is interconnected with the Company’s system, maintain in effect with a responsible insurance company authorized to do insurance business in Hawaii, the following insurance or its equivalent at Company's discretion that will protect the Customer-Generator and the Company with respect to the Generating Facility, the Generating Facility’s operations, and the Generating Facility’s interconnection with the Company's system: A commercial general liability policy, covering bodily injury and property damage combined single limit of at least the following amounts based on the Total Rated Capacity of the generator (for solar systems—Total Rated Capacity of the generator or inverter, whichever is lower, can be used with appropriate technical documentation on inverter, if not higher Total Rated Capacity will be used), for any occurrence.*

*Commercial General Liability Coverage Amount Total Rated Capacity of the Generating Facility*

- $1,000,000 Greater than 30 kW and less than or equal to 100 kW
- $500,000 Greater than 10 kW and less than or equal to 30 kW
The Customer-Generator has responsibility to determine if higher limits are desired and purchased. Said insurance shall name the Company, its directors, officers, agents, and employees as additional insureds, shall include contractual liability coverage for written Agreements and agreements including this Agreement, and shall include provisions stating that the insurance will respond to claims or suits by additional insureds against the Customer-Generator or any other insured thereunder. Customer-Generator shall immediately provide written notice to the Company should the required insurance be cancelled, limited in scope, or not renewed upon expiration. “Claims made” policies are not acceptable, unless the Customer-Generator agrees to maintain coverage in full effect at all times during the term of this Agreement and for THREE (3) years thereafter. The adequacy of the coverage afforded by the required insurance shall be subject to review by the Company from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Customer-Generator shall make such increase to that extent and any increased costs shall be borne by the Customer-Generator. The insurance required hereunder shall provide that it is primary with respect to the Customer-Generator and the Company. The Customer-Generator shall provide evidence of such insurance, including insurer’s acknowledgement that coverage applies with respect to this Agreement, by providing certificates of insurance to the Company within 30 days of any change. Initially, certificates of insurance must be provided to the Company prior to executing the Agreement and any parallel interconnection. The Customer-Generator’s indemnity and other obligations shall not be limited by the foregoing insurance requirements. Any deductible shall be the responsibility of the Customer-Generator. Alternatively, where the Customer-Generator is a governmental entity, Customer Generator may elect to be self-insured for the amounts set forth above in lieu of obtaining insurance coverage to those levels from an insurance company.

Do you have additional questions? Here’s our contact information:

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