CHAPTER 11

AN ACT HB 4029

Relating to solar energy systems; creating new provisions; amending ORS 646.608; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. As used in sections 1 to 6 of this 2026 Act:

(1) "Customer" means a resident that owns or leases residential real property and receives a solicitation from, or executes a contract with, a solar energy contractor to purchase and install a solar energy system on residential real property that the resident owns or leases.

(2) "Dealer fee" means an amount that a solar energy contractor or sales agent pays to a lender in order to offer a customer credit to finance a purchase and installation of a solar energy system.

(3) "Electric utility" has the meaning given that term in ORS 757.300.

(4) "Installation contract" means an agreement between a solar energy contractor and a customer, or a sales agent and a customer, the purpose of which is to provide for installing a solar energy system on the customer's residential real property for a total cost that exceeds $1,000.

(5) "License" means a license the Department of Consumer and Business Services issues under ORS 479.630 or 479.910 to authorize a person to engage in business or employment as an electrical contractor, a limited renewable energy contractor, a general supervising electrician, a limited supervising electrician, a limited residential electrician, a general journeyman electrician, a limited energy technician or a limited renewable energy technician.

(6) "Major component" means an inverter, power module, solar panel, rack or battery or other energy storage system included in a solar energy system.

(7) "Nameplate rating" means a solar energy system's normal maximum operating capacity at full load, measured, as appropriate, in watts, kilowatts or other applicable measurements.

(8) "Net metering" has the meaning given that term in ORS 757.300.

(9) "Power purchase agreement" means an agreement between a resident and another person under the terms of which the other person:

(a) Arranges for a solar energy contractor to supply and install a solar energy system on residential real property at little or no cost to the resident; and

(b) Sells the power generated from the solar energy system to the resident.

(10) "Resident" means an individual natural person who resides in this state.

(11) "Sales agent" means a person that solicits, negotiates or executes an installation contract with a resident on behalf of a solar energy contractor.

(12)(a) "Solar energy contractor" means a person that engages in the business of:

(A) Selling or leasing solar energy systems to customers;

(B) Installing solar energy systems on residential real property on behalf of another person; or

(C) Selling power from solar energy systems installed on residential real property to residents under the terms and conditions of power purchase agreements.

(b) "Solar energy contractor" does not include:

(A) A resident who installs a solar energy system on the resident's own property; or

(B) A person from which a resident may purchase a solar energy system at retail that the resident may install or have a third party install on residential real property the resident owns or leases.

(13) "Solar energy system" means an assembly of wiring, equipment, devices and components that has the primary purpose of converting sunlight into electricity by photovoltaic effect for a resident's use for personal, family or household purposes, that may have the capacity to store and transfer the electricity and that could qualify as a net metering facility.

(14) "Solicitation" means communication with a resident for the purpose of offering, negotiating or executing an installation contract that involves contact by any of the following methods:

(a) In person;

(b) A telephone call or text message;

(c) An advertisement through the Internet, television, radio or printed publication;

(d) Direct mail or flyers left at a resident's property; or

(e) Other methods that attract a resident's attention and cause the resident to contact the sales agent.

SECTION 2. A sales agent or solar energy contractor may not execute or perform an installation contract with a resident unless the sales agent or solar energy contractor and any person that under the terms of the installation contract installs, repairs, replaces or maintains a solar energy system on the sales agent's or solar energy contractor's behalf has a license that is necessary and appropriate for the scope of work the person will perform.

SECTION 3. (1)(a) Before concluding a sale or lease of a solar energy system to a resident or before entering into a power purchase agreement with a resident, a sales agent or solar en-

ergy contractor shall provide the resident with the following disclosures:

(A) A disclosure with the elements listed in subsection (2) of this section if the sales agent or solar energy contractor sells a solar energy system to a resident;

(B) A disclosure with the elements listed in subsection (3) of this section if the sales agent or solar energy contractor leases a solar energy system to a resident; or

(C) A disclosure with the elements listed in subsection (4) of this section if the sales agent or solar energy contractor enters into a power purchase agreement with the resident.

(b) A disclosure described in paragraph (a) of this subsection must be written in plain language, may not exceed four pages in length and must consist of text that is not smaller than the equivalent of a 10-point printed typeface. A written disclosure must provide spaces after each required element of the disclosure in which a resident may acknowledge reading and understanding each element by signing the resident's initials or by making or adopting another written acknowledgement.

(c) A sales agent or solar energy contractor may make a disclosure described in paragraph (a) of this subsection orally, but must include the same elements and use the same language the sales agent or solar energy contractor must use in a written disclosure under paragraph (a) of this subsection.

(2) A disclosure for a sale of a solar energy system must:

(a) State a name, telephone number, business address and any available electronic contact information for the sales agent or solar energy contractor and for the person that will install the solar energy system, if the solar energy contractor will not install the solar energy system.

(b) List the name and license number of the limited renewable energy technician or electrician that will install, maintain, replace or repair the solar energy system and the license number of the limited renewable energy contractor or electrical contractor that employs the limited renewable energy technician or electrician.

(c) State the purchase price of the solar energy system, including as separate items any and all one-time or recurring applicable fees, taxes, installation charges, surcharges or other costs and expenses that the resident would pay for the complete solar energy system as installed on the resident's property.

(d) State the exact amount the sales agent or solar energy contractor paid as a dealer fee or other inducement to a lender to obtain financing, even if the financing is not incorporated directly into the installation contract.

(e) State all amounts due upon execution of the contract of sale and at the time installation of the solar energy system begins or ends.

(f) Estimate the dates on which installation of the solar energy system will begin and end.

(g) Describe the solar energy system with the following details:

(A) All major components that will compose the solar energy system;

(B) The capacity of the solar energy system measured in direct current kilowatts, if appropriate, and the estimated production of electricity during the first year of use;

(C) Whether the solar energy system includes an energy storage component and, if so, the capacity of the energy storage component measured in kilowatt hours; and

(D) An estimate of the expected degradation in electricity generation capacity per year of use.

(h) Estimate the amount of electrical energy the solar energy system will produce in the first year of operation, measured in kilowatt hours, and describe the methodology used in determining the estimate, which must:

(A) Use a nationally recognized industry-standard tool;

(B) Consider the site-specific characteristics of the solar energy system, such as the location, orientation and angle of the solar energy system's photovoltaic panels and any shade that affects the reception of sunlight;

(C) Account, at a minimum, for differences in electric energy production during the month of June and the month of December; and

(D) Not exceed the optimal performance rating that the manufacturer specifies for the inverter incorporated into the solar energy system.

(i) Explain the annual accounting for, or disposition of, any unused net metering credits or other applicable credits.

(j) Estimate in good faith the electric energy cost savings the resident will realize by using electricity generated from the solar energy system during the first 12 months after the solar energy system is interconnected with the local electric utility's power grid. The estimate must calculate savings using the electric utility's current policy, billing rate and method of valuing excess kilowatt hours that applies to the resident's electricity use unless an updated policy, billing rate and method of valuing excess kilowatt hours has been approved and finalized and will apply during the 12-month period. The estimate may use a detailed history of the resident's electricity use for the calculation if the resident agrees.

(k) State that the solar energy system does not provide backup electric power unless the system has an energy storage component.

(L) State whether and the extent to which the purchase of the solar energy system includes maintenance or repairs for the solar energy system and the annual or per-incident cost of

the maintenance or repairs, as appropriate, to the resident.

(m) State whether and the extent to which the solar energy contractor or the person that installs the solar energy system provides an allowance or warranty for repairs to the resident's property as a consequence of the installation or removal of the solar energy system.

(n) Describe any performance or production guarantee for the solar energy system.

(o) Describe the basis for any estimates of savings in the resident's monthly or annual cost of energy, which must include:

(A) The current rate at which the resident receives electricity from the resident's electric utility;

(B) The assumptions used in estimating any projected increases in the rate;

(C) Which fixed costs to the resident will not change in proportion to or in connection with the resident's use of electricity or the solar energy system's generation of electricity; and

(D) An estimate of the solar energy system's production of electricity that will exceed the resident's needs and an estimated rate or amount of compensation the resident can expect to receive from the electric utility as compensation for the excess electricity.

(p) State contact information for the utility department that will approve any interconnection of the solar energy system with the power grid of the resident's local electric utility.

(q) State who will receive any available renewable energy tax credits, any unused applicable bill credits from on-site generation or other credits.

(r) Include a statement with substantially the following language:

If your solar energy system is installed on residential property, your tax liability must be sufficiently large to use any renewable energy tax credits that allow you to offset taxes that you owe to the federal government but do not provide money directly to you. IF YOU ARE PARTICIPATING IN GOVERNMENT ASSISTANCE PROGRAMS OR ARE ON A FIXED INCOME, YOU MIGHT NOT BE ELIGIBLE FOR RENEWABLE ENERGY TAX CREDITS. Related items may not be eligible for a tax credit, including the cost of repairs to your roof and financing fees. You should consult an independent tax professional if you are relying on a tax credit to afford the cost of the solar energy system installation. For more information, contact the Internal Revenue Service.

(s) Include a separate statement with substantially the following language:

It is important to understand that electric utility rates and net metering program rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information about rates, contact your local electric utility or the Public Utility Commission. Tax incentives and other incentives available from a state government or the federal government are subject to change, expiration or termination, which may affect estimates of savings. Please read your contract carefully for more details.

(t) Include a recommendation, written all in capital letters, that reads:

IF YOU INTEND TO GET A LOAN TO PAY FOR ALL OR PART OF AMOUNTS DUE UNDER THIS CONTRACT, YOU SHOULD WAIT UNTIL YOU RECEIVE APPROVAL FOR THE LOAN BEFORE YOU SIGN THIS CONTRACT AND YOU SHOULD VERIFY WHETHER LOAN PAYMENTS WILL BE DUE BEFORE THE SOLAR ENERGY SYSTEM IS OPERATIONAL. THIS CONTRACT WILL NOT ALTER YOUR OBLIGATION TO PAY YOUR ELECTRIC UTILITY FOR AMOUNTS DUE ON YOUR ELECTRICAL BILL.

(u) Include an explanation of the customer's rescission rights, written all in capital letters, that notes that the date on which the customer sends a cancellation notice by electronic mail is the date of record and that includes space for the customer to initial a written acknowledgement of having read and understood the explanation. The explanation must read:

YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE BUSINESS DAYS AFTER YOU SIGN THIS CONTRACT. TO CANCEL, YOU MUST NOTIFY IN WRITING THE PERSON IDENTIFIED FOR THIS PURPOSE IN THIS CONTRACT AND YOU MUST SEND THE NOTICE TO THE PERSON BY E-MAIL OR BY CERTIFIED POSTAL MAIL NO MORE THAN THREE BUSINESS DAYS AFTER SIGNING THE CONTRACT. IF YOU SEND A CANCELLATION NOTICE BY E-MAIL, FOR THE PURPOSE OF DETERMINING YOUR RIGHT TO CANCEL THE DATE ON WHICH YOU SEND THE E-MAIL IS THE DATE OF YOUR NOTICE OF CANCELLATION.

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(3) A disclosure for a lease of a solar energy system, in addition to including all applicable

disclosures listed in subsection (2) of this section, must:

(a) State the lease term;

(b) State the monthly payments due from the resident during the first year of the lease term;

(c) State the rate or rates at which monthly payments will increase and the first date on which an increase will occur;

(d) Estimate the total number of lease payments the resident will make during the entire term of the lease and the total amount the resident will pay under the lease;

(e) State the dates on which payments will be due under the lease and the manner in which the resident will receive invoices for payment;

(f) List any applicable fees, including recurring fees, such as fees for late payments, automated clearing house (ACH) fees, fees to remove the solar energy system from the resident's property, fees to file or perfect a security interest in the solar energy system, fees to process payments or fees to connect the solar energy system to the Internet;

(g) State whether the lessor will record a fixture filing, as defined in ORS 72A.3090, for the solar energy system;

(h) Describe any restrictions or permissions given with respect to an assignment or delegation of the lease or with respect to ownership or retention of the solar energy system if the resident sells the property upon which the solar energy system is installed; and

(i) Describe the extent to which the lease is transferable and state any conditions that affect the transferability of the lease in connection with a sale of the lessee's residential property.

(4) A disclosure for a power purchase agreement with a resident, in addition to including all applicable disclosures listed in subsection (2) of this section, must:

(a) State the term of the power purchase agreement;

(b) State the monthly payments due from the resident during the first year of the power purchase agreement;

(c) State the rate or rates at which monthly payments will increase and the first date on which an increase will occur;

(d) Estimate the total number of payments the resident will make during the entire term of the power purchase agreement and the total amount the resident will pay under the power purchase agreement;

(e) State the dates on which payments will be due under the power purchase agreement and the manner in which the resident will receive invoices for payment;

(f) List any and all one-time or recurring applicable fees, such as fees for late payments, fees to remove the solar energy system from the resident's property, fees to file or perfect a security interest in the solar energy system, fees to process payments or fees to connect the solar energy system to the Internet;

(g) State whether the lessor will record a fixture filing, as defined in ORS 72A.3090, for the solar energy system; and

(h) Describe any restrictions or permissions given with respect to an assignment or delegation of the power purchase agreement or with respect to ownership or retention of the solar energy system if the resident sells the property upon which the solar energy system is installed.

(5) A sales agent or solar energy contractor shall submit to a resident's local electric utility a written disclosure with the resident's signature that is appropriate for the type of transaction in which the resident will engage, along with other materials needed for an application for interconnection with the local electric utility's power grid.

(6) If a solar energy contractor or the person that installs a solar energy system provides a warranty under subsection (2)(m) of this section, the warranty must transfer to a purchaser of the residential real property to which the warranty applies and remain in effect for the duration of the warranty term.

SECTION 4. (1) An installation contract must:

(a) Be legibly printed or written;

(b) Use the same language used in any solicitation made to the customer that executes the installation contract;

(c) Incorporate provisions that are substantially similar to any material promises or provisions included in the solicitation; and

(d) List the name, license number, telephone number, business address, electronic mail address or other electronic contact information for the sales agent or solar energy contractor that executes the installation contract.

(2) The terms and conditions of an installation contract must have, at a minimum, the following provisions:

(a) An itemized list of the work or labor necessary for the installation, repair, replacement or maintenance of the solar energy system, including any known or anticipated upgrades needed for the electrical system or electric utility equipment on the customer's real property.

(b) The total cost to the customer of the solar energy system, including:

(A) All work described in paragraph (a) of this subsection;

(B) The cost per watt to the customer, calculated as the total cost of the solar energy system and all work described in paragraph (a) of this subsection divided by the total nameplate rating for the solar energy system; and

(C) Any differences between this element of the installation contract and the cost of the so-

lar energy system as disclosed under section 3 (2)(c) of this 2026 Act.

(c) A list of the operating costs, costs of maintenance and costs of warranty service for the solar energy system that the customer is liable for under the installation contract.

(d) A detailed payment schedule that lists all anticipated project milestones for the installation, explains when payments are due at each identified milestone and notes any points at which the customer may cancel the installation, specifying the amount of any refund due to the customer upon cancellation and any fee the solar energy contractor or sales agent may charge the customer for the cancellation.

(e) A list of the model and brand name of each major component of the solar energy system, noting if necessary that a model or brand name may change after the execution of the installation contract and providing that the solar energy contractor or sales agent will amend the installation contract with the customer's consent to reflect any changes.

(f) A description of the duration and coverage of each manufacturer's warranty, and any other warranty the solar energy contractor provides, for the solar energy system and each major component.

(g) A list of all maintenance activities, including but not limited to replacing the inverter, that the customer must perform to ensure that the solar energy system functions as intended and to ensure coverage under the terms of the manufacturer's or solar energy contractor's warranty.

(h) A description of the amount and the terms and conditions of any financing incorporated directly within the installation contract. The description must include a disclosure that conforms to all applicable federal and state disclosure laws for loans and includes, at a minimum, a statement of the interest rate, annual percentage rate, amortization schedule and security that applies to the loan.

(i) The exact amount the solar energy contractor or sales agent paid as a dealer fee or other inducement to a lender to obtain financing, even if the financing is not incorporated directly into the installation contract.

(j) An estimate of the amount of electrical energy the solar energy system will produce in the first year of operation, measured in kilowatt hours, and a description of the methodology used in determining the estimate, which must:

(A) Use a nationally recognized industry-standard tool;

(B) Consider the site-specific characteristics of the solar energy system, such as the location, orientation and angle of the solar energy system's photovoltaic panels and any shade that affects the reception of sunlight;

(C) Account, at a minimum, for differences in electric energy production during the month of June and the month of December; and

(D) Not exceed the optimal performance rating that the manufacturer specifies for the inverter incorporated into the solar energy system.

(k) An explanation of the annual accounting for, or disposition of, any unused net metering credits, unused applicable bill credits from on-site generation or other applicable credits.

(L) A good-faith estimate of the electric energy cost savings the customer will realize by using electricity generated from the solar energy system during the first 12 months after the solar energy system is interconnected with the local electric utility's power grid. The estimate must calculate savings using the electric utility's current policy, billing rate and method of valuing excess kilowatt hours that applies to the customer's electricity use unless an updated policy, billing rate and method of valuing excess kilowatt hours has been approved and finalized and will apply during the 12-month period. The estimate may use a detailed history of the customer's electricity use for the calculation if the customer agrees.

(m) A list of the names of and contact information for any subcontractor that will perform work under the installation contract on the solar energy contractor's behalf.

(n) A recommendation, written all in capital letters, that includes space for the customer to initial a written acknowledgement of having read and understood the recommendation and that reads:

IF YOU INTEND TO GET A LOAN TO PAY FOR ALL OR PART OF AMOUNTS DUE UNDER THIS CONTRACT, YOU SHOULD WAIT UNTIL YOU RECEIVE APPROVAL FOR THE LOAN BEFORE YOU SIGN THIS CONTRACT AND YOU SHOULD VERIFY WHETHER LOAN PAYMENTS WILL BE DUE BEFORE THE SOLAR ENERGY SYSTEM IS OPERATIONAL. THIS CONTRACT DOES NOT ALTER YOUR OBLIGATION TO PAY YOUR ELECTRIC UTILITY FOR AMOUNTS DUE ON YOUR ELECTRICAL BILL.

(o) An explanation of the customer's rescission rights, written all in capital letters, that notes that the date on which the customer sends a cancellation notice by electronic mail is the date of record and that includes space for the customer to initial a written acknowledgement of having read and understood the explanation. The explanation must read:

YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE BUSINESS DAYS AFTER YOU SIGN THIS CONTRACT. TO CANCEL, YOU MUST NOTIFY IN WRITING THE PERSON IDENTIFIED FOR THIS PURPOSE IN THIS CONTRACT AND YOU MUST SEND THE NOTICE TO THE PERSON BY E-MAIL OR BY CERTIFIED POSTAL MAIL NO MORE THAN THREE BUSINESS DAYS AFTER SIGNING THE CONTRACT. IF YOU SEND A CANCELLATION NOTICE BY E-MAIL, FOR THE PURPOSE OF DETERMINING YOUR RIGHT TO CANCEL THE DATE ON WHICH YOU SEND THE E-MAIL IS THE DATE OF YOUR NOTICE OF CANCELLATION.

(p) A notice that states whether the installation contract provides for removing and reinstalling the solar energy system if the solar energy system is installed on the roof of the customer's property and the customer repairs or replaces the roof or has the roof repaired or replaced. If the installation contract does not provide for removing and reinstalling the solar energy system, the installation contract must include a notice that includes space for the customer to initial a written acknowledgement of having read and understood the notice and that reads:

Before you repair or replace your roof, review the warranties for your solar energy system that are included in this contract and ensure that you comply with the terms of the warranties. You are responsible for all costs and work needed to remove and reinstall the solar energy system and interconnect it with your electric utility.

(q) A notice that includes space for the customer to initial a written acknowledgement of having read and understood the notice and that reads:

If your solar energy system is installed on residential property, your tax liability must be sufficiently large to use any renewable tax credits that allow you to offset taxes that you owe to the federal government but do not provide money directly to you. IF YOU ARE PARTICIPATING IN GOVERNMENT ASSISTANCE PROGRAMS OR ARE ON A FIXED INCOME, YOU MIGHT NOT BE ELIGIBLE FOR RENEWABLE ENERGY TAX CREDITS. Related items may not be eligible for a tax credit, including the cost of repairs to your roof and financing fees. You should consult an independent tax professional if you are relying on a tax credit to afford the cost of the solar energy system installation. For more information, contact the Internal Revenue Service.

(r) A notice that states that the solar energy contractor must install the solar energy system in accordance with the manufacturer's instructions and in compliance with statewide or local building codes, with the national electrical code, as enforced by the local government, and with the interconnection standards of the local electric utility.

(s) A copy of, or a website address for or electronic link to, the local electric utility's application for interconnection.

(t) A notice that identifies the party that has responsibility for obtaining permission from the electric utility to operate the solar energy system.

(u) A notice that states that an installation of a solar energy system may affect the value the county assessor assigns to the property on which the solar energy system is installed and that the change in value might affect the customer's property taxes.

(v) A warning that the solar energy system may disconnect from the electric utility's power grid during a power outage. This warning need not be included in the installation contract if the solar energy system includes a battery or other energy storage system or power conversion and control technology that is designed and installed to provide backup electricity during a power outage. The warning must read:

Your solar energy system will automatically disconnect from your electric utility's power grid if a power outage occurs. This disconnection occurs so that workers making repairs on the power grid do not risk a shock from electricity your solar energy system generates. If this automatic disconnection occurs, YOUR SOLAR ENERGY SYSTEM WILL NOT PROVIDE ELECTRICITY TO YOU DURING THE POWER OUTAGE.

(w) A separate statement with substantially the following language:

It is important to understand that electric utility rates and net metering program rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information about rates, contact your local electric utility or the Public Utility Commission. Tax incentives and other incentives available from a state government or the federal government are subject to change, expiration or termination,

which may affect estimates of savings. Please read your contract carefully for more details.

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(3) The solar energy contractor or sales agent must give a complete and accurate copy of the installation contract to the customer at the time the customer executes the installation contract.

(4) If a solar energy contractor or the person that installs a solar energy system provides a warranty for repairs to a resident's property as a consequence of the installation or removal of the solar energy system, the warranty must transfer to a purchaser of the residential real property to which the warranty applies and remain in effect for the duration of the warranty term.

SECTION 5. (1) If a customer chooses to rescind an installation contract with a sales agent or solar energy contractor within three business days following the date on which the customer executes the installation contract, the sales agent or solar energy contractor may not enforce any of the terms of the installation contract against the customer, may not make any claims for labor and materials, may not charge any cancellation fee and must terminate any security interest or release any lien against the customer's property that the sales agent or solar energy contractor recorded. The termination or release must occur within 20 days after the sales agent, solar energy contractor or any agent or designee of the sales agent or solar energy contractor receives written notice, by electronic mail or certified mail, of the customer's rescission.

(2) A sales agent or solar energy contractor may not charge or collect any fee or payment from a customer and need not begin performing the installation contract or ordering equipment or materials for the installation until after the expiration of the period during which the customer may rescind the installation contract as provided in subsection (1) of this section.

(3) An electric utility must approve an application to interconnect a customer's solar energy system with the electric utility's power grid before a solar energy contractor may begin installing the solar energy system. If the electric utility disapproves the interconnection, the solar energy contractor shall modify the solar energy system to meet the electric utility's requirements before the solar energy contractor may install the solar energy system. An electric utility may waive the requirement for approval if the electric utility certifies the solar energy contractor as qualified to install solar energy systems that meet the electric utility's requirements. The solar energy contractor shall notify the electric utility of any design changes or changes in major components or equipment that occur as the solar energy contractor performs the installation contract.

(4) If a solar energy contractor must remove, repair, replace, reinstall or otherwise alter the roof on a customer's property while installing a solar energy system, the installation contract must separately describe the required work and itemize the costs of the work. The solar energy contractor shall invoice the customer separately for any work on the roof of the customer's property that is related to the installation.

(5) A person that purchases or receives an assignment of an installation contract is liable for all claims and subject to all defenses that the customer could assert under the installation contract against the seller or assignor. A person that sells or assigns an installation contract must provide the buyer or assignee with a prominent notice that describes the potential liability.

SECTION 6. (1) A person may not conduct a solicitation using any deceptive statement or representation concerning the costs, financing or terms and conditions of an installation contract or with respect to a purchase or installation of a solar energy system.

(2) A sales agent's or solar energy contractor's violation of subsection (1) of this section or failure to comply with section 1, 2, 3, 4 or 5 of this 2026 Act is an unlawful practice under ORS 646.608.

SECTION 7. ORS 646.608 is amended to read:

646.608. (1) A person engages in an unlawful practice if in the course of the person's business, vocation or occupation the person does any of the following:

(a) Passes off real estate, goods or services as the real estate, goods or services of another.

(b) Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of real estate, goods or services.

(c) Causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another.

(d) Uses deceptive representations or designations of geographic origin in connection with real estate, goods or services.

(e) Represents that real estate, goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the real estate, goods or services do not have or that a person has a sponsorship, approval, status, qualification, affiliation, or connection that the person does not have.

(f) Represents that real estate or goods are original or new if the real estate or goods are deteriorated, altered, reconditioned, reclaimed, used or secondhand.

(g) Represents that real estate, goods or services are of a particular standard, quality, or grade, or

that real estate or goods are of a particular style or model, if the real estate, goods or services are of another.

(h) Disparages the real estate, goods, services, property or business of a customer or another by false or misleading representations of fact.

(i) Advertises real estate, goods or services with intent not to provide the real estate, goods or services as advertised, or with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity.

(j) Makes false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions.

(k) Makes false or misleading representations concerning credit availability or the nature of the transaction or obligation incurred.

(L) Makes false or misleading representations relating to commissions or other compensation to be paid in exchange for permitting real estate, goods or services to be used for model or demonstration purposes or in exchange for submitting names of potential customers.

(m) Performs service on or dismantles any goods or real estate if the owner or apparent owner of the goods or real estate does not authorize the service or dismantling.

(n) Solicits potential customers by telephone or door to door as a seller unless the person provides the information required under ORS 646.611.

(o) In a sale, rental or other disposition of real estate, goods or services, gives or offers to give a rebate or discount or otherwise pays or offers to pay value to the customer in consideration of the customer giving to the person the names of prospective purchasers, lessees, or borrowers, or otherwise aiding the person in making a sale, lease, or loan to another person, if earning the rebate, discount or other value is contingent upon an event occurring after the time the customer enters into the transaction.

(p) Makes any false or misleading statement about a prize, contest or promotion used to publicize a product, business or service.

(q) Promises to deliver real estate, goods or services within a certain period of time with intent not to deliver the real estate, goods or services as promised.

(r) Organizes or induces or attempts to induce membership in a pyramid club.

(s) Makes false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services.

(t) Concurrent with tender or delivery of any real estate, goods or services, fails to disclose any known material defect or material nonconformity.

(u) Engages in any other unfair or deceptive conduct in trade or commerce.

(v) Violates any of the provisions relating to auction sales, consignment sales, auctioneers, consignees or auction marts under ORS 698.640, whether in a commercial or noncommercial situation.

(w) Manufactures mercury fever thermometers.

(x) Sells or supplies mercury fever thermometers unless the thermometer is required by federal law, or is:

(A) Prescribed by a person licensed under ORS chapter 677; and

(B) Supplied with instructions on the careful handling of the thermometer to avoid breakage and on the proper cleanup of mercury should breakage occur.

(y) Sells a thermostat that contains mercury, unless the thermostat is labeled in a manner to inform the purchaser that mercury is present in the thermostat and that the thermostat may not be disposed of until the mercury is removed, reused, recycled or otherwise managed to ensure that the mercury does not become part of the solid waste stream or wastewater. For purposes of this paragraph, "thermostat" means a device commonly used to sense and, through electrical communication with heating, cooling or ventilation equipment, control room temperature.

(z) Sells or offers for sale a motor vehicle manufactured after January 1, 2006, that contains mercury light switches.

(aa) Violates the provisions of ORS 803.375, 803.385 or 815.410 to 815.430.

(bb) Violates ORS 646A.070 (1).

(cc) Violates any requirement of ORS 646A.030 to 646A.040.

(dd) Violates the provisions of ORS 128.801 to 128.898.

(ee) Violates ORS 646.883 or 646.885.

(ff) Violates ORS 646.569 or 646A.374.

(gg) Violates the provisions of ORS 646A.142.

(hh) Violates ORS 646A.360.

(ii) Violates ORS 646.553 or 646.557 or any rule adopted pursuant thereto.

(jj) Violates ORS 646.563.

(kk) Violates ORS 759.680 or any rule adopted pursuant thereto.

(LL) Violates the provisions of ORS 759.705, 759.710 and 759.720 or any rule adopted pursuant thereto.

(mm) Violates ORS 646A.210 or 646A.214.

(nn) Violates any provision of ORS 646A.124 to 646A.134.

(oo) Violates ORS 646A.095.

(pp) Violates ORS 822.046.

(qq) Violates ORS 128.001.

(rr) Violates ORS 646A.800 (2) to (4).

(ss) Violates ORS 646A.090.

(tt) Violates ORS 87.686.

(uu) Violates ORS 646A.803.

(vv) Violates ORS 646A.362.

(ww) Violates ORS 646A.052 or any rule adopted under ORS 646A.052 or 646A.054.

(xx) Violates ORS 180.440 (1) or 180.486 (1).

(yy) Commits the offense of acting as a vehicle dealer without a certificate under ORS 822.005.

(zz) Violates ORS 87.007 (2) or (3).

(aaa) Violates ORS 92.405 (1), (2) or (3).

(bbb) Engages in an unlawful practice under ORS 646.648.

(ccc) Violates ORS 646A.365.

(ddd) Violates ORS 98.853, 98.854, 98.856 or 98.858.

(eee) Sells a gift card in violation of ORS 646A.276.

(fff) Violates ORS 646A.102, 646A.106 or 646A.108.

(ggg) Violates ORS 646A.430 to 646A.450.

(hhh) Violates a provision of ORS 744.318 to 744.384.

(iii) Violates a provision of ORS 646A.702 to 646A.720.

(jjj) Violates ORS 646A.530 30 or more days after a recall notice, warning or declaration described in ORS 646A.530 is issued for the children's product, as defined in ORS 646A.525, that is the subject of the violation.

(kkk) Violates a provision of ORS 697.612, 697.642, 697.652, 697.662, 697.682, 697.692 or 697.707.

(LLL) Violates the consumer protection provisions of the Servicemembers Civil Relief Act, 50 U.S.C. 3901 et seq., as in effect on January 1, 2010.

(mmm) Violates a provision of ORS 646A.480 to 646A.495.

(nnn) Violates ORS 646A.082.

(ooo) Violates ORS 646.647.

(ppp) Violates ORS 646A.115.

(qqq) Violates a provision of ORS 646A.405.

(rrr) Violates ORS 646A.092.

(sss) Violates a provision of ORS 646.644.

(ttt) Violates a provision of ORS 646A.295.

(uuu) Engages in the business of, or acts in the capacity of, an immigration consultant, as defined in ORS 9.280, in this state and for compensation, unless federal law authorizes the person to do so or unless the person is an active licensee of the Oregon State Bar.

(vvv) Violates ORS 702.012, 702.029 or 702.054.

(www) Violates ORS 646A.806.

(xxx) Violates ORS 646A.810 (2).

(yyy) Violates ORS 443.376.

(zzz) Violates a provision of ORS 646A.770 to 646A.787.

(aaaa) Violates ORS 815.077.

(bbbb) Violates a provision of ORS 83.710 to 83.750.

(cccc) Violates ORS 646A.087.

(dddd) Violates ORS 646A.815.

(eeee) Violates ORS 646A.677 (11)(a) or (12).

(ffff) Violates section 6 (1) of this 2026 Act or fails to comply with section 1, 2, 3, 4 or 5 of this 2026 Act.

(2) A representation under subsection (1) of this section or ORS 646.607 may be any manifestation of any assertion by words or conduct, including, but not limited to, a failure to disclose a fact.

(3) In order to prevail in an action or suit under ORS 336.184 and 646.605 to 646.652, a prosecuting attorney need not prove competition between the parties or actual confusion or misunderstanding.

(4) An action or suit may not be brought under subsection (1)(u) of this section unless the Attorney General has first established a rule in accordance with the provisions of ORS chapter 183 declaring the conduct to be unfair or deceptive in trade or commerce.

(5) Notwithstanding any other provision of ORS 336.184 and 646.605 to 646.652, if an action or suit is brought under subsection (1)(xx) of this section by a person other than a prosecuting attorney, relief is limited to an injunction, and the prevailing party may be awarded reasonable attorney fees.

SECTION 8. Sections 1 to 6 of this 2026 Act and the amendments to ORS 646.608 by section 7 of this 2026 Act apply to solicitations for a solar energy system made and installation contracts that a customer executes on or after the effective date of this 2026 Act.

SECTION 9. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Approved by the Governor March 5, 2026
Filed in the office of Secretary of State March 5, 2026
Effective date June 5, 2026