



Conversations with Solar Developers

A COMPANION WORKSHEET

*for Are You Thinking about Leasing Your Farmland for Solar Development?
A Guide for Leasing Land for Solar Development*

In legal contexts, “due diligence” may be used to refer to the investigation and analysis of a proposed deal. Due diligence is crucial when considering any business arrangement. By thoroughly investigating the promises made during negotiations, farmers can protect their interests by identifying areas of risk and ensuring any verbal promises align with the final written contract.

Instructions: Use this guide during your conversation with a solar developer to aid you in asking questions and documenting your understanding of the company’s response. Later, a copy of the completed worksheet can be shared with your attorney as a ‘term sheet’ of sorts to help the attorney ensure that the written lease accurately reflects your understanding of the company’s verbal commitments.

Landowner Name: _____

Solar Representative: _____

Solar Rep Phone Number: _____

Solar Rep E-mail Address: _____

Date of Conversation: _____

About the Solar Development Company

1. What is the name of the solar development company that will be on the contract?
2. What is the name of the parent company who will actually handle the solar development?
3. Has this company done other projects before? How many? Where? What size?



About the Project

4. How large is this project expected to be?

_____ Acres
_____ Megawatts

5. Has the company submitted an application to the Midcontinent Independent System Operator (MISO) or Wisconsin Public Service Commission (PSC) yet?

6. If not, what is the company's timeline for planning to do so?

About My Offer

7. How many acres of my land is the solar company interested in? Which properties?

8. Is my land part of the:

_____ proposed acreage OR
_____ alternative proposed acreage?

9. When does the lease start?

10. How long is the proposed lease or option?

11. Are there any renewal periods? How long are those renewal periods?

12. What is the rental rate and/or option payment I am being offered?



13. Is the payment adjusted over time? When and/or how?
14. When do payments start?
15. If payments are based on acreage, how is acreage determined? Does it include all acreage initially contracted for, partial acreage as enclosed by a fence, or some other acreage determination?
16. Am I being offered a share of any income, signing bonus, or payment of my attorney's fees? What is the amount?
17. If there is a due diligence period where the solar development company is studying the land, can I still farm the land (or rent to a farmer) during that time and before construction starts?
18. Will the company reimburse the farmer for any crop damage during that time? If so, how is that crop damage payment calculated? When is it paid?
19. Can I use the land for agricultural purposes after construction of the solar panels? (grazing sheep, cutting hay, spreading manure, etc.)



20. Who is responsible for maintaining the property (grass and weed management, security, etc.)?
21. If the land is located next to or near other property owned by me, does the company have a right to cut down trees or restrict my activities on those properties so as to maximize sun on the leased property?
22. Does the contract include a confidentiality clause?
23. Am I required to maintain any insurance on the leased property?
24. What insurance will the company maintain on the leased property? Will I be listed as an additional insured?
25. Who will pay the property taxes?
26. Who will pay the conversion fee if the land previously qualified for use-value assessment as farmland and no longer does once in solar?

Long-Term Plans

27. Does the company plan to sell or transfer the development to another party?
28. Will I be able to sell or transfer my right in the land and contract to another party during the term of the agreement?



Ending the Lease

29. Can the agreement be terminated before it expires? If so, by whom and under what conditions?
30. When the lease ends, will the company remove the panels, fencing, and other equipment?
31. Will I be paid rent during decommissioning and removal?
32. What equipment may remain on or buried in the property after the panels are removed?
33. How will the company ensure that funds are available to fund decommissioning and clean-up?
34. Will the parent company legally guarantee the project company's indemnification and decommissioning obligations?
35. If the company decides not to move forward with the project, will they record a termination of the agreement in the public record?



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This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

DISCLAIMER: This worksheet is provided for educational purposes only. It does not create an attorney-client relationship and is not a substitute for competent legal advice by an attorney licensed in your state. Questions are provided only as general guidance and may not be exhaustive. On the other hand, some of the suggested terms may be unnecessary in some circumstances. The authors strongly suggest that all parties consult with their own attorney when entering into a contract. **THE VIEWS EXPRESSED HEREIN DO NOT NECESSARILY REPRESENT THE VIEWS OF THE U.S. DEPARTMENT OF ENERGY OR THE UNITED STATES GOVERNMENT.**