RESOURCE HUB | THE ENERGY ACADEMY

Letter of Intent Checklist for Commercial Solar

69 items across 9 sections.

PROJECT

LOCATION

PREPARED BY

DATE

Tick each item when it is verified. Write N/A where an item does not apply to your project, and use the right-hand column for notes, owner and due date.

1 Parties and Project Identification

NOTES / OWNER / DUE

An LOI that does not clearly identify who is agreeing and what they are agreeing about creates ambiguity that carries into every later document. Get the legal identities and the project description right at the top.

☐	1.1	Name the full legal entity on each side, not the trade or brand name	
☐	1.2	State the entity type and jurisdiction of organization for each party	
☐	1.3	Note whether the developer intends to assign to a project company and whether that is permitted	
☐	1.4	Identify the property by address and by parcel or legal description	
☐	1.5	Describe the premises the project would occupy, such as specific roof areas or acreage	
☐	1.6	State the approximate system capacity and the basis on which capacity is measured	
☐	1.7	Identify the intended point of interconnection and the utility account or accounts involved	
☐	1.8	Name the notice recipients and addresses for each party	

2 Binding and Non-Binding Provisions

NOTES / OWNER / DUE

The defining feature of an LOI is that parts of it are intended to create obligations and parts are not. That split has to be stated explicitly, because a document that is silent about it invites a later dispute over what was actually agreed.

☐	2.1	Include an express statement identifying which sections are binding and which are not	
☐	2.2	Confirm the commercial terms sections are described as a statement of intent, not an offer capable of acceptance	
☐	2.3	State clearly that no obligation to proceed exists until definitive documents are executed	
☐	2.4	Verify that the binding sections are internally consistent with the non-binding ones	
☐	2.5	Confirm the exclusivity, confidentiality, expenses, and governing law provisions are among the binding set	
☐	2.6	Check that termination of the LOI does not inadvertently end obligations meant to survive it	

3 Commercial Terms to Pin Down

NOTES / OWNER / DUE

The commercial section is the reason the document exists. It does not have to resolve every term, but it should resolve the ones that would cause a party to walk away, so that neither side spends money discovering a gap that was always there.

☐	3.1	State the intended ownership and transaction structure being pursued	
☐	3.2	State the contract term and any renewal or extension concepts	
☐	3.3	State the price or pricing mechanism, and the units it is expressed in	
☐	3.4	State any escalation concept and how it would be applied	
☐	3.5	Identify which party is expected to hold environmental attributes and incentives	
☐	3.6	Describe any purchase option, buyout, or end-of-term concepts the parties have discussed	
☐	3.7	Describe end-of-term removal and site restoration expectations	
☐	3.8	Identify responsibility for operations, maintenance, insurance, and metering	
☐	3.9	Note responsibility for taxes, assessments, and any utility charges	
☐	3.10	State any assumptions about credit support that the financing structure may require	
☐	3.11	State the assumed target dates for key milestones and commercial operation	
☐	3.12	Identify any pricing validity period or conditions under which pricing may be revised	

4 Site and Technical Assumptions

NOTES / OWNER / DUE

Commercial terms in an LOI rest on technical assumptions that have not been verified yet. Writing those assumptions down converts a later surprise into a defined adjustment rather than an argument about what was promised.

☐	4.1	Record the production estimate and the basis on which it was prepared	
☐	4.2	State that the design is preliminary and subject to engineering confirmation	
☐	4.3	Note assumptions about structural capacity and any required reinforcement	
☐	4.4	Note assumptions about roof condition, remaining life, and replacement timing	
☐	4.5	Record the approved attachment approach and the roof warranty holder's involvement	
☐	4.6	State assumptions about existing electrical capacity and required upgrades	
☐	4.7	State the assumed allowance for interconnection costs and who bears amounts above it	
☐	4.8	Identify assumptions about permitting, zoning, and any required approvals	
☐	4.9	Note assumptions about incentive or program eligibility without asserting outcomes	

5 Diligence, Access, and Information

NOTES / OWNER / DUE

The period after an LOI is signed is mostly an information exchange. Setting out what each side will provide, and what access is granted, prevents diligence from stalling on requests nobody agreed to in advance.

☐	5.1	List the documents the customer will provide, such as bills, interval data, drawings, and title information	
☐	5.2	Set a time frame for providing them	
☐	5.3	Grant site access rights for surveys, structural inspection, and testing	
☐	5.4	State insurance and safety requirements applicable to parties entering the site	
☐	5.5	Identify which party files the interconnection application and who pays study deposits	
☐	5.6	Address whether financial statements will be shared and under what protections	

6 Exclusivity, Term, and Termination

NOTES / OWNER / DUE

Exclusivity is usually the most negotiated binding provision, because it is the one that constrains the customer's freedom while the developer spends money. Its scope, duration, and exit conditions all matter.

☐	6.1	State the exclusivity period and its start date	
☐	6.2	Define the scope of exclusivity, including which sites and which activities are covered	
☐	6.3	State the LOI's expiration date if definitive documents are not executed	
☐	6.4	Describe how either party may terminate the LOI and with what notice	
☐	6.5	Identify the consequences of termination, including return or destruction of information	
☐	6.6	Address whether any deposit or payment accompanies exclusivity and how it is treated	

7 Confidentiality and Public Communication

NOTES / OWNER / DUE

Both parties are exposing information they would rather not see circulate: the customer's consumption and financials, the developer's pricing and approach. Public entities may face disclosure obligations that a standard confidentiality provision does not override.

☐	7.1	Confirm whether an existing confidentiality agreement governs or whether the LOI contains its own	
☐	7.2	Define what information is confidential and what is excluded	
☐	7.3	State the permitted purpose for which information may be used	
☐	7.4	Identify permitted disclosure to advisors, lenders, and affiliates	
☐	7.5	Address required disclosure under applicable public records or regulatory obligations	
☐	7.6	State how long confidentiality obligations last	
☐	7.7	Address press releases, case studies, logo use, and other public announcements	

8 Conditions and the Path to Definitive Documents

NOTES / OWNER / DUE

An LOI is most useful when it makes the remaining path explicit. Listing the conditions and the intended sequence lets both sides see how far the deal actually is from a signature.

☐	8.1	List the definitive documents the parties intend to negotiate	
☐	8.2	State which party prepares the first draft of each	
☐	8.3	Set target dates for drafts, comments, and execution	
☐	8.4	List the material conditions to proceeding, such as diligence results and internal approvals	
☐	8.5	Identify third-party consents that will be required, such as landlord or mortgage lender consent	
☐	8.6	Note any required board, committee, or parent-company approvals on either side	
☐	8.7	Identify financing contingencies and any assumptions about their timing	
☐	8.8	State how expenses are borne by each party during the interim period	
☐	8.9	State the governing law and the intended dispute resolution approach	

9 Execution Mechanics

NOTES / OWNER / DUE

The last set of items is procedural, and it is the set most often handled carelessly. A document signed by someone without authority, or a version nobody can identify later, undermines everything above it.

☐	9.1	Confirm the signatory on each side has authority to bind that entity	
☐	9.2	Confirm the signature block matches the legal entity named in the document	
☐	9.3	Date the document and version-control the executed copy	
☐	9.4	Confirm counterpart and electronic signature provisions are included	
☐	9.5	Distribute the fully executed copy to both parties and to internal records	
☐	9.6	Calendar the exclusivity expiration and the LOI expiration dates	

+ Additional LOI Items	NOTES / OWNER / DUE
Items found that are not covered above.	
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SIGN-OFF

PREPARED BY

SIGNATURE AND DATE

REVIEWED BY

SIGNATURE AND DATE

This checklist is a structure for making sure nothing obvious is missed. It does not replace the judgment of qualified professionals, the governing documents or the advice of counsel, engineers and other advisors.