

**ENERGY SUPPLIER**

Customer Name:			Account Number:		
			Utility/LDC: WEMCO <input type="checkbox"/> or EVERSOURCE <input type="checkbox"/>		
Address:			Service/Rate Class:		Name Key:
CITY	STATE	ZIP	Contract Service Dates	FROM:	TO:
Telephone #:			Residential	Service Reference #:	
Email:			ELECTRIC <input type="checkbox"/> NATURAL GAS <input type="checkbox"/> BOTH <input type="checkbox"/>		

**Customer Acknowledgment Form**

1. I understand that Atlantic Energy does not represent my Local Distribution utility.	INITIAL
2. I understand that I am enrolling with Atlantic Energy for Electricity Supply for a term of 24 Months and if canceled prior to the completion of this term I will be responsible to pay an early termination fee.	INITIAL

**By signing this Authorization to Enroll, Customer acknowledges that:**

- Customer has reviewed and agrees to Atlantic Energy MA, LLC's Terms and Conditions
- The person signing this Authorization is the customer of record, or has authority to enroll the customer of record with a competitive energy supplier
- Customer agrees to change its electricity and/or natural gas service from its current provider(s) to Atlantic Energy MA, LLC, a licensed competitive energy supplier
- Only one company can serve as customer's electricity and/or natural gas supplier and a change of your provider may involve a charge from your current provider
- You have the right to cancel this Agreement without fees or penalties by contacting Atlantic by midnight of the third business day after receiving this agreement.

**ATLANTIC ENERGY MA LLC, MASSACHUSETTS CUSTOMER DISCLOSURE STATEMENT**

**PRODUCT CHOSEN BY CUSTOMER:**

Electric Variable Rate \_\_\_\_\_ Electric Fixed Rate \_\_\_\_\_  
 Gas Variable Rate \_\_\_\_\_ Gas Fixed Rate \_\_\_\_\_

**HOW PRICE IS DETERMINED**

Electric Fixed Rate is \_\_\_\_\_ per/kWh  
 Electric Variable Rate shall each month reflect Atlantic's cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Atlantic's costs, expenses, profit and margins.  
 All rates may be higher or lower than the monthly utility commodity rate. No Guaranteed Savings Offered.  
 All rates may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure. See regulatory changes provision of the sales contracts.  
 Gas Fixed Rate is \_\_\_\_\_ per therm/  
 Gas Variable Rate is a variable price that may change from month to month based on a variety of factors, including natural gas market pricing from the NYMEX exchange, transportation, and other market and business related factors such as administrative costs, expenses and margins. There is no limit on the amount that your natural gas price can decrease or increase from month to month. Your Atlantic natural gas price may be higher or lower than the utility's default service price in any particular month, and there is no maximum price  
 The applicable taxes will be added to all the rates herein. See Pricing, Billing, and Termination section for more information.

**LENGTH OF THE AGREEMENT AND END DATE:** The Term shall be: 24 months from the first meter reading after the enrollment is deemed effective by the LDC. See Term section for more information.

**AMOUNT OF EARLY TERMINATION FEE ("ETF") AND METHOD OF CALCULATION (\*IF APPLICABLE):** For Fixed Price Contracts, if the Agreement is terminated prior to the end of The Term, a \$100 Early Termination Fee will apply.

**PROVISIONS FOR RENEWAL OF THE AGREEMENT:** After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable rate methodology until terminated by either party. For more details see Term section and attached LED Lighting Program Addendum.

**Atlantic MA LLC**

**For: Customer**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MASSACHUSETTS TERMS AND CONDITIONS VARIABLE PRICE ELECTRICITY and NATURAL GAS SUPPLY

**Agreement to Sell and Purchase Energy.** These Terms and Conditions, together with the attached Disclosure Statement, form the Agreement between Atlantic Energy MA, LLC ("Atlantic"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Atlantic (the "Agreement"). Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by Atlantic, necessary to meet Customer's requirements based upon consumption data obtained by Atlantic or the delivery schedule of the Local Distribution Company (the "LDC"). Atlantic is not affiliated with and does not represent the LDC. The amount of electricity and/or natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Atlantic or the LDC's delivery schedule. The LDC will continue to deliver the electricity and/or natural gas supplied by Atlantic.

**Term.** The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Atlantic is deemed effective by the LDC, and shall continue for 24 months. The Term for the initial period is referred to as the "Initial Term". Unless otherwise agreed to, upon completion of an Initial Term that exceeds this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Atlantic will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Atlantic may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

**Right of Rescission -** Customer has the right to cancel this Agreement without fees or penalties by contacting Atlantic by midnight of the third business day after receiving this Agreement.

**Pricing, Billing, and Termination.** The Price for electricity provided under this Agreement is a variable price that may change from month to month based on a variety of factors, including Atlantic's cost of electricity obtained from all sources (including energy, capacity, settlement, and ancillaries), related transmission and distribution charges and other market-related factors, and Atlantic's administrative costs, expenses, profit and margins. The variable rate may be higher or lower than the monthly utility commodity rate. Customer will receive a single bill from the LDC which will include Atlantic's charges for electricity and the LDC's charges for delivery charges. The Price for natural gas provided under this Agreement is a variable price that may change from month to month based on a variety of factors, including natural gas market pricing from the NYMEX exchange, transportation, and other market and business related factors such as administrative costs, expenses and margins. There is no limit on the amount that your natural gas price can decrease or increase from month to month. Your Atlantic natural gas price may be higher or lower than the utility's default service price in any particular month, and there is no maximum price. Customer will receive a single bill from the LDC which will include Atlantic's charges for natural gas and the LDC's charges for delivery charges. Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility. Atlantic may assign and sell Customer accounts receivable to the LDC. Failure by a commercial customer to make full payment of Atlantic charges due on any consolidated bill prepared by the LDC for Atlantic will be grounds for disconnection of utility services in accordance with Massachusetts DPU rules and regulations on the termination of service.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPU.

**Information Release Authorization.** Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement In the event Customer rescinds the authorization.

**Customer Protections.** The services provided by Atlantic to Customer are governed by the terms and conditions of this Agreement. Atlantic will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Atlantic at 1.800.917.9133 or by writing to the Massachusetts DPU at: Massachusetts DPU, One South Station, Boston, MA, 02110. You may also contact the DPU for inquiries regarding the competitive retail energy market at 877-886-5066.

**Final Bill.** Customer is liable for all Atlantic charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the Independent System Operator – New England (“ISO-NE”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer’s end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the ISO-NE Atlantic load bus (located outside of the municipality where Customer resides). These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above.

Agency-Natural Gas: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer’s natural gas supplies to the Delivery Point(s), and with the LDC for the transportation of the Customer’s natural gas supplies from the Delivery Point(s) to the Customer’s end-use premises; and (c) aggregate Customer’s natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer’s city gate requirements as established by the LDC and in response to information provided by the LDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer’s end-use premises. These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s). These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above.

Title. Customer and Atlantic agree that title to, control of, and risk of loss to the electricity supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

Entire Agreement. This Agreement, including the letter of authorization, as written makes up the entire Agreement between Customer and Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Agreement, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use. You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility’s rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Force Majeure. Atlantic will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Atlantic does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Atlantic (“Force Majeure Events”) may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Atlantic’s control.

Liability. The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages (which will not exceed the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Atlantic or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Atlantic Contact Information. Customer may contact Atlantic’s Customer Service Center at 1.800.917.9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Atlantic at: 4602 21st St., Suite 1884, Long Island City, New York, 11101

Dispute Resolution. In the event of a billing dispute or disagreement involving Atlantic’s service, Customer may contact Atlantic’s Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The Consumer Division of the DPU can be reached by phone at 877-886-5066 or in writing at: Massachusetts Department of Public Utilities, Consumer Division, One South Station, Boston, MA 02110.

WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF MASSACHUSETTS OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A

RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

**Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Massachusetts. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the application of its conflicts of law principles.

**Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes.

**Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Atlantic shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**Emergency:** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC directly. For NSTAR, call 1-800-592-2000. For National Grid, call 1-800-465-1212. For WMECO (Eversource), call 1-800-286-2000. For Bay State/Columbia Natural Gas, call 1-800-525-8222. For Berkshire Gas, call 1-800-292-5012. For Liberty Utilities (New England Natural Gas) call 1-800-936-7000

**Universal Service Programs:** Your LDC may have programs available to customer who are on a limited or fixed income to assist them with utility bills. Some of these programs may include bill payment assistance and weatherization services. Information your LDC's Universal Service Program can be obtained by contacting your LDC at the numbers listed below:

NSTAR: 800-592-2000

National Grid: 800-322-3223

WMECO (Eversource): 800-662-7764

Bay State/Columbia Gas: 800 -688-6160

Berkshire Gas: 800-292-5012

Liberty Utilities (New England Natural Gas):800-544-4944

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Promotional Terms.** **LED Bulbs:** After thirty (30) days of continuous service from Atlantic, customer will receive ten (10) free LED Type A Light bulbs from Atlantic. After each twelve (12) months of continuous service from Atlantic, customer will receive an additional ten (10) free LED Type A Light bulbs from Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Agreement and provided by the manufacturer of the LED light bulbs. Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use with respect to the LED light bulbs. Customer shall indemnify Atlantic against, and hold Atlantic harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Customer's use of the LED light bulbs, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the equipment to the fullest extent of the law. **Renewable energy:** 100% of all electricity sold by Atlantic Energy will be matched with renewable energy credits generated from renewable or alternative energy sources in the United States which have been qualified as such by a regional or state Renewable Portfolio Standards administrator. **Cash back:** After each twelve (12) months of continuous service from Atlantic Energy, Customer will be eligible to receive a check equal to 5% of the total amount of electricity supply charges billed to the Customer by Atlantic Energy during the preceding 12 months of continuous service. Customers must contact Atlantic Energy by phone or email after their 12th month of continuous service to submit their cash back request.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the Letter of Authorization, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.