

MASS MARKET
 ENERGY SUPPLY AGREEMENT



Customer Name:			Account Number:		
			Utility: ConEd <input type="checkbox"/> KEDNY <input type="checkbox"/> KEDLI <input type="checkbox"/> NIMO <input type="checkbox"/> CHUD <input type="checkbox"/> O&R <input type="checkbox"/> NYSEG <input type="checkbox"/> NFG <input type="checkbox"/> RGE <input type="checkbox"/>		
Address:			Service Rate Class:		
City:	State:	Zip:	Contract Service Dates	From:	To:
Telephone #:			Residential	Small Commercial	
				Est. Annual Usage kWh:	
				Demand Metered: Yes No	
				Est. Annual Usage ccf:	
Email:			ELECTRIC	GAS	BOTH

Customer Acknowledgment Form	
1. I understand that Atlantic Energy does not represent my Local Distribution utility.	
2. I understand that I am enrolling with Atlantic Energy for Electricity and/or Natural Gas Supply for a term of 36 months. There is no early termination fee for this product.	

ATLANTIC ENERGY, LLC NEW YORK CUSTOMER DISCLOSURE STATEMENT FOR ELECTRICITY AND NATURAL GAS SUPPLY

Commodity / Rate	Electric Commodity Options	Gas Commodity Options
		<input type="checkbox"/> <u>Variable Rate Green Electric:</u> [rate will vary on monthly basis] <input type="checkbox"/> <u>Fixed Rate Green Electric:</u> \$ [] per kWh
Green Electricity	For all green electric customers, Atlantic will purchase and retire on the customer's behalf a quantity of eligible environmental attributes that is at least 50% greater than the applicable Tier 1 Load Serving Entity ("LSE") obligation under the Renewable Energy Standard ("RES") for any given year which will support clean, local energy initiatives as further described in Section 5 of the terms (Green Electricity).	
Price Structure	For green electric, the fixed and variable rate includes electric supply costs plus a premium associated with the procurement of environmental attributes as further described in Section 5 of the terms and conditions. The variable green electric price will vary on a monthly basis based on market supply conditions. The fixed rate gas product will be priced at no more than 5% greater than the trailing twelve month average of the local utility supply rate at the time you enter into this Agreement. All rates may be higher or lower than the monthly utility rate in any given month. All rates may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure, which requires consent for fixed rate customers. as further described in Section 18 (Regulatory Changes). Applicable taxes will be added to the rates herein as further described in Section 4 (Pricing, Billing and Termination).	
Length of Agreement and End Date	For both variable and fixed rate customers, the length of this agreement shall be <u>36 months</u> from the first meter reading after the enrollment is deemed effective by the utility ("Initial Term"). This Agreement may be automatically renewed as described further under "Provisions for Renewal" and in Section 2 (Term).	
Rescission	Customer may rescind this Agreement with no termination fee by calling Atlantic Energy at (800) 917-9133 within three business days (if executed in person) or within three business days of receipt of confirmation (if enrolled online).	
Early Termination Fee	There is no early termination fee for this Agreement.	
Late Payment Fee	1.5% per month on overdue balances.	
Provisions for Renewal	After the Initial Term, this Agreement will automatically renew for an additional 36 months at the same material rate structure, terms, and conditions set forth in this Agreement ("Renewal Term") unless Atlantic receives affirmative consent from the Customer to modify the price, terms, or conditions, or unless Atlantic terminates the Agreement in its sole discretion.	
Savings	There is no guarantee of savings associated with this Agreement	

Atlantic Energy, LLC

By: _____

Title: _____

Date: _____

Customer

By: _____

Title: _____

Date: _____

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Atlantic Energy, 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 natural gas and/or electricity, 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 Utility (the “LDC” or “Utility”). Atlantic is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity 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 natural gas and/or electricity supplied by Atlantic.
2. **Initial Term and Renewal.** The Initial Term is as set forth on the Customer Disclosure Statement. The Initial 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 the period designated in the Customer Disclosure Statement. Unless otherwise agreed to, upon completion of the Initial Term, Atlantic will, in its sole discretion, either: (i) automatically renew this Agreement, without your consent, at the same material rate structure, terms, and conditions set forth in this Agreement for an additional thirty-six (36) month period (“Renewal Term”) by sending you a notice of pending renewal (“Renewal Notice”) not less than thirty (30) days and not more than sixty (60) days prior to when your automatic renewal is scheduled to occur, or (ii) obtain your affirmative consent to renew this Agreement under a new rate structure, terms, and conditions of service. Atlantic reserves the right, in its sole discretion, to choose not to automatically renew this Agreement at the end of the Initial Term, in which case Atlantic will return your account to full Utility service.
3. **Right of Rescission.** Customer may rescind this Agreement with no termination fee by calling Atlantic Energy at (800) 917-9133 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online).
4. **Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the rate for services provided in this Agreement is set forth on the Customer Disclosure Statement. If there is a material adverse change in the business or financial condition of Customer (as determined by Atlantic at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Atlantic may terminate this Agreement upon fifteen (15) days’ written notice to Customer. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer may receive a single bill for both commodity and delivery costs from either Atlantic or the LDC, or each of the LDC and Atlantic may invoice Customer separately. Atlantic may assign and sell Customer accounts receivable to the LDC. Failure by a 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 NYPSC rules and regulations on the termination of service to residential customers. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$30 fee will be charged for all returned payments.
5. **Green Electricity.** For purposes of this Agreement, Green Electricity means either procurement of eligible clean energy as defined in the Climate Leadership and Community Protection Act, and/or the procurement of clean energy attributes including, but not limited to, Renewable Energy Credits or Alternative Compliance Payments from eligible sources that comply with the appropriate locational and delivery requirements established by the Public Service Commission. If you are a customer receiving Green Electricity, Atlantic will purchase and retire, on the customer’s behalf, the requisite amount of Green Electricity that is at least 50% greater than the applicable Tier 1 Load Serving Entity obligation under the Renewable Energy Standard (“RES”). For example, the percentage of Green Electricity for 2021 will be 52.04%. Information on RES can be found at www.nyserda.ny.gov. The Parties agree that changes to the required amounts of Renewable Energy Credits or Alternative Compliance Payments (or costs of such attributes) under the RES constitutes a regulatory change for which Atlantic reserves the right to raise or lower the price to reflect such change, to raise or lower the percentage of Green Electricity, or to procure such Green Electricity from other eligible sources in response to a regulatory change.
6. **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 which is duly authorized to serve electric and/or gas supply to customers in New York.
7. **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, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. 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 at the address listed on this Agreement or by calling Atlantic at 1-800-917-9133. Atlantic reserves the right to immediately cancel this Agreement in the event Customer rescinds the above-referenced authorization.
8. **Customer Protections.** The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA for residential customers).. In the event of a billing dispute or a disagreement involving Atlantic’s service, Customer should contact Atlantic by telephone at 1-800-917-9133 or in writing as provided above and the parties shall use their best efforts to appropriately resolve the dispute. For residential complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: <http://www.dps.ny.gov/complaints>; DPS Helpline at 1-800-342-3377 (M-F 8:30am – 4:pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS. For non-residential customers, the DPS will not resolve disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor

inquiries and contacts from non-residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State.

9. **Final Bill.** Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the LDC or another ESCO for supply service. Customer is liable for all Atlantic charges until Customer returns to the LDC or is transferred to another supplier and has initiated service with that 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.

10. **Agency.** To the extent Customer is enrolled with Atlantic for gas supply, 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. To the extent customer is enrolled with Atlantic for electric supply, Customer hereby designates Atlantic as agent to: (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the New York Independent System Operator ("NYISO") 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 NYISO 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.

11. **Title.** 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).

12. **Warranty.** This Agreement, including any enrollment form and applicable attachments, 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.

13. **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 natural gas and/or 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, pandemics, government mandated quarantines, 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.

14. **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.

15. **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: Atlantic Energy, 1166 W Newport Center Dr., Ste. 112, Deerfield Beach, FL 33442.

16. **Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK 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.

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

18. **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.

19. **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 and/or additional charges or costs incurred pertaining to state or federal subsidies, Atlantic reserves the right to modify this Agreement to reflect such regulatory change by providing 30 days’ written notice to the Customer and, for fixed rate customers, with the Customer’s consent, to impose pass-through charges, line-items, or other related charges to Customer and notwithstanding the foregoing Customer agrees to pay such charges.

20. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Atlantic is required to purchase Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Atlantic’s control.

21. **Emergency Service.** 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 at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130, RGE: 1.800.743.2110, and emergency personnel.

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

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

Notice of Cancellation

Date of Transaction _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any

property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to Atlantic Energy, 1166 W Newport Center Dr., Ste. 112, Deerfield Beach, FL 33442, or by email to: INFO@ATLANTICENERGYCO.COM not later than midnight of

I hereby cancel this transaction.

Buyer’s Signature: _____ Date: _____