

**ENERGY SUPPLIER**

Customer Name:			Account Number:		
Business Name:			Utility/LDC: BGE <input type="checkbox"/> PEPCO <input type="checkbox"/> DELMARVA <input type="checkbox"/> SMECO <input type="checkbox"/> Potomac Edison <input type="checkbox"/>		
Address:			Service/Rate Class:		
CITY	STATE	ZIP	Contract Service Dates	FROM:	TO:
Telephone #:			Residential <input type="checkbox"/> Commercial <input type="checkbox"/>		
Email:			GAS <input type="checkbox"/> ELECTRIC <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 and/or Natural Gas 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

**ATLANTIC ENERGY MD, LLC MARYLAND CONTRACT SUMMARY VARIABLE PRICE ELECTRICITY AND NATURAL GAS SUPPLY**

<b>Electric Generation and Natural Gas Supplier Information</b>	<p><b>Atlantic Energy MD, LLC 4602 21st st, Suite 1884 Long Island City, New York, 11101 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL:info@atlanticenergyco.com</b></p> <p>You have chosen Atlantic Energy as your electricity generation natural gas supplier. Atlantic Energy is not affiliated with your electricity or natural gas utility. Atlantic Energy is responsible for the electricity supply charges and natural gas supply charges on your bills. These charges will appear on your utility bills separate and apart from your utility's distribution charges for delivering your electricity and natural gas.</p>	
<b>Price Structure</b>	<p><b>Electricity</b>                  Your price for electricity generation supply will be a variable price, per kilowatt hour, plus taxes and fees, if applicable. Your monthly variable price is based on Atlantic Energy's actual and estimated costs of obtaining electricity supply from PJM, including but not limited to prior period adjustments, inventory and balancing costs. The variable price may change on a monthly basis. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable price changes when you receive the bill with that price.</p>	<p><b>Natural Gas</b>                  Your price for natural gas supply will be a variable price, per therm, plus taxes and fees, if applicable. The price is established based upon natural gas market pricing, transportation, and other market and business related factors such as administrative costs, expenses and margins. There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable price changes when you receive the bill with that price.</p>
<b>Electricity Generation/ Natural Gas Supply Price</b>	<p><b>Electricity</b>                  Your price will vary month-to-month based on the factors described above</p>	<p><b>Natural Gas</b>                  Your price will vary month-to-month based on the factors described above</p>
<b>Statement Regarding Savings</b>	Atlantic Energy's for electricity price may be higher or lower than the utility's price in any given month, and there is no guarantee of savings.	
<b>Contract Start Date</b>	Atlantic Energy will begin furnishing electricity supply and natural gas service on a date set by your utilities.	
<b>Deposit Requirements</b>	None	
<b>Incentives/Promotions</b>	Atlantic will provide customer with free LED light bulbs at the premises where service is provided. The type, number and placement of the LED lighting will be determined by Atlantic at its sole discretion based upon a review and examination of the relevant premises. For qualifying customers, after 90 days of continuous service with Atlantic Energy customer will receive a set of three Wi-fi security cameras. To qualify, customers must be commercial customers with average annual consumption of at least 40,000 kWh.	
<b>Contract Term</b>	The Initial Term of this Agreement is 24 Billing Cycles	
<b>Cancellation/ Early Termination Fees</b>	You will receive two separate written notifications that precede the expiration date of the Initial Term. If Customer who has received free LED bulbs or other products from Atlantic terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic a product fee. The product fee is calculated as the sum value of the retail price listed for each product provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The product fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term, respectively.	
<b>Renewal Terms</b>	Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms.	
<b>Electric Distribution Company (Default Service Provider) Information</b>	Your electric utility will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your electric utility directly: <b>Baltimore Gas &amp; Electric Company: (800) 685-0123</b> <b>Potomac Edison: (888) 544-4877</b> <b>SMECO: (877) 747-6326</b> <b>Delmarva Power &amp; Light Company: (800) 375-7117</b> <b>PEPCO: (202) 833-7500</b>	
<b>Natural Gas Distribution Company Information</b>	Your gas utility will continue to deliver your natural gas and charge you for distribution. In case of emergency, leak, outage, or other service issues, please contact your gas utility directly: <b>Baltimore Gas &amp; Electric Company: (800) 685-0123</b> <b>Columbia Gas: (888) 460-4332</b> <b>Washington Gas Light: (800) 752-7520</b>	

**Atlantic Energy MD, LLC**

**For: Customer**

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

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

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

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

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

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

## Background

This is an agreement between Atlantic Energy MD, LLC ("ATLANTIC"), an independent electricity generation and natural gas supplier, and the undersigned customer ("Customer") under which Customer shall obtain electricity supply service and natural gas supply and begin enrollment with ATLANTIC (the "Agreement"). ATLANTIC is licensed by the Maryland Public Service Commission as a competitive electricity and natural gas supplier (License Reference Numbers IR-3604 and IR-3605).

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges, and one bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges, which are not included in this contract. ATLANTIC is not affiliated with and does not represent your EDC or NGDC. Your electricity and natural gas supply prices and charges will be set by ATLANTIC. The Public Service Commission regulates electricity and natural gas distribution prices and services but does not regulate electricity or natural gas supply prices.

- 1. Agreement to Sell and Purchase Energy.** 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 as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the EDC, and the quantity of natural gas as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the NGDC.
- 2. Right of Rescission (Residential Only) –** Residential customers may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting ATLANTIC by phone at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com).
- 3. 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 EDC and/or NGDC, and shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the "Initial Term".
- 4. Agreement Expiration/Change in Terms -** Unless otherwise agreed to, upon completion of an Initial Term, 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"). If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive a written notification at least 45 days before the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Customers can call ATLANTIC at (800) 917-9133 or visit our website at [www.atlanticenergyco.com](http://www.atlanticenergyco.com) for current variable pricing. Please note that historical prices are not indicative of present or future pricing.
- 5. Price and Billing-** Unless otherwise agreed to in writing, the Price for services provided in this Agreement is set forth on the Customer Disclosure Statement. Under a fixed rate if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable rate for all usage in excess of the Base Load and the agreed upon Rate for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the agreed upon rate for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. 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 15 days' written notice to Customer. A customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com). If Customer who has received free LED bulbs or other products from Atlantic terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic a product fee. The product fee is calculated as the sum value of the retail price listed for each product provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The product fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term, respectively. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Atlantic will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. 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 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 NYSPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. 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.
- 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 assign this Agreement to another energy supplier, energy services company or other entity authorized by the Maryland PSC upon thirty (30) days prior written notice to customer.
- 7. Cancellation -** A customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com). If Customer who has received free LED bulbs or other products from Atlantic terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic a product fee. The product fee is calculated as the sum value of the retail price listed for each product provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The product fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term, respectively. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- 8. 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 EDC and NGDC: consumption history; billing determinants; account number; and credit information. 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 (800) 917-9133. -Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.
- 9. Agency-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 NGDC 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 NGDC 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 NGDC and in response to information provided by the NGDC. 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).

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 PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC 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 EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Entire Agreement. This Agreement, including Contract Summary and any attached enrollment form, 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.

11. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity or natural gas 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 EDC or NGDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

12. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC, and all payments for ATLANTIC's natural gas supply charges to your NGDC. Any unpaid amounts may be subject to late payment charges. Your EDC or NGDC may request a security deposit for amounts which include supplier charges. Your EDC and NGDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Maryland Public Service Commission's regulations.

13. Dispute Procedures-. In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ATLANTIC by telephone or in writing, as provided below.

If the complaint is not resolved after contacting Atlantic, or for general utility information, residential and business customers may call the PSC toll free at (800) 492-0474, or write the PSC at Maryland Public Service Commission, William Donald Schaefer Tower, 6 St. Paul Street, 16th Floor, Baltimore, Maryland 21202 or Online at [www.psc.state.md.us](http://www.psc.state.md.us). The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the disputes resolution.

14. Contact Information:

Supplier Information:

**Atlantic Energy MD, LLC**

**4602 21st st, Suite 1884 Long Island City, New York, 11101**

**PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: [info@atlanticenergyco.com](mailto:info@atlanticenergyco.com)**

Maryland Public Service Commission, William Donald Schaefer Tower, 6 St. Paul Street, 16th Floor, Baltimore, Maryland 21202, Phone: (800) 492-0474 [www.psc.state.md.us](http://www.psc.state.md.us)

Electric Distribution Co. (Provider of Last Resort)	Emergency	Customer Service and Universal Service
Baltimore Gas & Electric Company:	(800) 685-0123	(800) 685-0123
Delmarva Power & Light Company:	(800) 898-8042	(800) 375-7117
Potomac Edison:	(888) 544-4877	(800) 686-0011
PEPCO:	(877) 737-2662	(202) 833-7500
SMECO:	(877) 747-6326	(888) 440-3311

Natural Gas Distribution Company (NGDC):

Baltimore Gas & Electric Company:	(800) 685-0123	(800) 685-0123
Washington Gas Light:	(800) 752-7520	(703) 750-1000
Columbia Gas:	(888) 460-4332	(888) 460-4332

15. Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Atlantic's service, Customer should 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.

16. 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 MARYLAND 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. Limitation of Liability. The remedy in any claim or suit by Customer against ATLANTIC will be solely limited to direct actual damages. 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.

18. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles.

19. Taxes. 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.

20. 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 price, 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.

21. Emergency Service. Your EDC and NGDC 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 EDC or NGDC at the numbers listed above.

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 by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

23. LED Program. If Customer has agreed as part of enrollment for commodity supply service with Atlantic to participate in a LED Lighting Program, the terms and conditions set forth in the LED Lighting Program Addendum annexed to this Agreement are incorporated herein and made a part of this Agreement.

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.