

ENERGY SUPPLIER



<b>Customer Name:</b>			<b>Utility/LDC:</b>		
<b>Business Name:</b>			<b>Account Number:</b>		
<b>Address:</b>			<b>Service Rate Class:</b>		
CITY	STATE	ZIP	<b>Contract Service Dates</b>	FROM:	TO:
<b>Telephone #:</b>			<b>Commercial</b>		<b>Electric and Gas</b>
<b>Email:</b>			Electric POD ID:		Gas POD ID:

**Customer Acknowledgment Form**

1. I understand that Atlantic Energy does not represent my Local Distribution utility.	INITIAL
2. I am authorized to make decisions regarding enrollment with an electricity supplier for this account, and I understand that I am enrolling with Atlantic Energy for electricity supply for a term of 24 months	INITIAL

**Atlantic Energy MD, LLC**

**For: Customer**

**By:**

**By:**

**Title:**

**Title:**

**Date:**

**Date:**

**ATLANTIC ENERGY MD, LLC NEW JERSEY THIRD PARTY SUPPLIERCOMMERCIAL CONTRACT SUMMARY FIXED PRICE ELECTRICITY SUPPLY**

Customer Name \_\_\_\_\_ Address \_\_\_\_\_ Utility Acct No. \_\_\_\_\_

<p><b>Third Party Supplier Information:</b> By entering into this contract, you are agreeing to purchase your electric supply from this supplier</p>	<p>Atlantic Energy MD, LLC d/b/a Atlantic Energy. Third Party Supplier License Number: EE16121139L (Electricity). 82 Meyer Street, Hackensack, NJ 07601 PHONE: (800) 917-9133 Email: Info@Atlanticenergyco.com. You have chosen Atlantic Energy as your third party supplier (TPS). Atlantic is responsible for your electric supply and is not affiliated with your electric distribution company (EDC)</p>						
<p><b>Price Structure</b></p>	<p><b>This is a Fixed Price Contract.</b> A fixed rate is a rate that is set at a fixed price, per kilowatt hour, that remains the same for your contract term. A variable rate is a rate that may change monthly and may fluctuate based on weather patterns.</p>						
<p><b>Generation/Supply Price</b></p>	<p>\$.099 per kWh, plus \$.03 per kWh for participating in the LED Program, for a total rate of \$.129 per kWh during the Initial Contract Term.</p>						
<p><b>Statement Regarding Savings</b></p>	<p>There is no guarantee of savings.</p>						
<p><b>Amount of time required to change from TPS back to default service or to another TPS</b></p>	<p>It may take 1 or 2 billing cycles from the submission of the cancellation request to return to your utility or switch to another TPS, the switch will be effective with the next available billing cycle date in accordance with your utility’s billing rules.</p>						
<p><b>Incentives</b></p>	<p>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 based upon an examination of the relevant premises</p>						
<p><b>Right to Cancel/Rescind</b></p>	<p>A residential customer may cancel this Agreement at any time during the 7 business days following receipt of your utility’s confirmation notice by calling Atlantic Energy at (800) 917-9133 or by contacting your utility.</p>						
<p><b>Contract Start Date</b></p>	<p>Your Atlantic Energy service will begin on the date set by your utility</p>						
<p><b>Contract Term/Length</b></p>	<p>The term of this Agreement is 24 monthly billing cycles</p>						
<p><b>Cancellation/ Termination Fees</b></p>	<p>Customers who have received free LED bulb and who terminate prior to the end of the Initial Term shall pay Atlantic an LED fee equal to the value of the retail price listed for each bulb, prorated by months remaining in the Term</p>						
<p><b>Renewal Terms</b></p>	<p>At the end of the Initial Term, the Agreement will renew on a month-to-month basis with a variable rate methodology with no change to the remaining terms</p>						
<p><b>Electric Distribution Company Information</b></p>	<p>Public Service Electric &amp; Gas (“PSE&amp;G”) is responsible for distribution charges on your bill, and will respond to emergencies and provide other basic utility services. Please contact PSE&amp;G in the event of an emergency or power outage.</p> <table border="0" data-bbox="370 1948 1331 2016"> <tr> <td>Distribution Company</td> <td>Emergency Contact</td> <td>Customer Service</td> </tr> <tr> <td>Public Service Electric &amp; Gas</td> <td>1-800-436-7734</td> <td>1-800-436-7734</td> </tr> </table>	Distribution Company	Emergency Contact	Customer Service	Public Service Electric & Gas	1-800-436-7734	1-800-436-7734
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ATLANTIC ENERGY MD, LLC NEW JERSEY THIRD PARTY SUPPLIER COMMERCIAL CONTRACT SUMMARY FIXED PRICE NATURAL GAS SUPPLY

Customer Name \_\_\_\_\_ Address \_\_\_\_\_ Utility Acct No. \_\_\_\_\_

<p><b>Third Party Supplier Information:</b> By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier</p>	<p>Atlantic Energy MD, LLC d/b/a Atlantic Energy. Third Party Supplier License Number: GE16121140 (Natural Gas) 82 Meyer Street, Hackensack, NJ 07601 PHONE: (800) 917-9133 Email: Info@Atlanticenergyco.com You have chosen Atlantic Energy as your third party supplier (TPS). Atlantic Energy is responsible for your natural gas supply and is not affiliated with your Natural Gas Distribution Company (NGDC).</p>						
<p><b>Price Structure</b></p>	<p><b>This is a Fixed Price Contract.</b> A fixed rate is a rate that is set at a fixed price, per therm, that remains the same for your contract term/length. A variable rate is a rate that may change on a monthly basis and may fluctuate based on weather patterns.</p>						
<p><b>Generation/Supply Price</b></p>	<p>\$.599 per therm.</p>						
<p><b>Statement Regarding Savings</b></p>	<p>The price for natural gas supply may be higher or lower than your utility's rates in any month. There is no guarantee of savings.</p>						
<p><b>Amount of time required to change from TPS back to default service or to another TPS</b></p>	<p>If you choose to cancel service with Atlantic Energy and return to your utility or switch to another TPS, the switch will be effective with the next available billing cycle date in accordance with your utility's billing cycle rules. It may take 1 or 2 billing cycles from the submission of the cancellation request.</p>						
<p><b>Incentives</b></p>	<p>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 based upon an examination of the relevant premises</p>						
<p><b>Right to Cancel/Rescind</b></p>	<p>A residential customer may cancel this Agreement at any time during the 7 business days following receipt of your utility's confirmation notice by calling Atlantic Energy at (800) 917-9133 or by contacting your utility.</p>						
<p><b>Contract Start Date</b></p>	<p>Your Atlantic Energy service will begin on the date set by your utility</p>						
<p><b>Contract Term/Length</b></p>	<p>The term of this Agreement is 24 monthly billing cycles</p>						
<p><b>Cancellation/ Termination Fees</b></p>	<p>Customers who have received free LED bulb and who terminate prior to the end of the Initial Term shall pay Atlantic an LED fee equal to the value of the retail price listed for each bulb, prorated by months remaining in the Term</p>						
<p><b>Renewal Terms</b></p>	<p>At the end of the Initial Term, the Agreement will renew on a month-to-month basis with a variable rate methodology with no change to the remaining terms</p>						
<p><b>Electric Distribution Company Information</b></p>	<p>Public Service Electric &amp; Gas ("PSE&amp;G") is responsible for distribution charges on your bill, and will respond to emergencies and provide other basic utility services. Please contact PSE&amp;G in the event of an emergency or power outage.</p> <table data-bbox="386 1944 1446 2011"> <tr> <td>Distribution Company</td> <td>Emergency Contact</td> <td>Customer Service</td> </tr> <tr> <td>Public Service Electric &amp; Gas</td> <td>1-800-436-7734</td> <td>1-800-436-7734</td> </tr> </table>	Distribution Company	Emergency Contact	Customer Service	Public Service Electric & Gas	1-800-436-7734	1-800-436-7734
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ATLANTIC ENERGY

WWW.ATLANTICENERGYCO.COM PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: INFO@ATLANTICENERGYCO.COM

NY Address: 4602 21st St., Suite 1884 Long Island City, New York, 11101

NJ Address: 82 Meyer Street, Hackensack, NJ 07601

### **Atlantic Energy MD, LLC – New Jersey Electricity and Natural Gas Supply Fixed Price Terms of Service**

Agreement to Sell and Purchase Energy. This is an agreement between Atlantic Energy MD, LLC (“Atlantic”), an independent third party electricity and natural gas supplier, and the undersigned customer (“Customer”) under which Customer shall initiate electricity and natural gas service and begin enrollment with Atlantic (the “Agreement”). Atlantic is licensed by the New Jersey Board of Public Utilities (“BPU”) as a Third Party Supplier to offer and supply electric generation and natural gas supply services in New Jersey. Atlantic’s New Jersey electricity supplier license number is **EE16121139L** and its natural gas supplier license number is **GE16121140L**. The BPU regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. 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 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 customer’s Electric Distribution Company (the “EDC”) and Natural Gas Distribution Company (“NGDC”). Atlantic is not affiliated with and does not represent the EDC or the NGDC. The amount of electricity and natural gas supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Atlantic or the utility’s delivery schedule. Your utility will continue to deliver the electricity and 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 EDC and NGDC, 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, 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. Customer or Atlantic may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

Cancellation; Early Termination Fee - 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 bulb products from ATLANTIC terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic an LED fee. The LED fee is calculated as the sum value of the retail price listed for each bulb provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The LED 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 30 days written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, 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 service up to the date of termination. Customer Move – Atlantic may cancel this agreement upon providing 14 days written notice to Customer if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Right of Rescission (Residential only). You will receive a confirmation notice of your selection of Atlantic as your Third Party Supplier, and residential customers will have seven (7) calendar days from the date of your confirmation notice to contact your utility and rescind your selection of Atlantic Energy. Further, this Agreement shall not be legally binding upon you until the 7-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection within this period. There is no charge for starting or stopping service if done within the terms of this Agreement.

Pricing and Billing. This is a Fixed Price Agreement, which means that the price you will pay for electricity supply and natural gas supply will not change during the Initial Term of this agreement. A fixed rate is a rate that is set at a fixed price, per kilowatt hour or per therm, that remains the same for your contract term/length. A variable rate is a rate, per kilowatt hour or per therm, that may change on a monthly basis and may fluctuate based on weather patterns. Your electricity supply price during the Initial Term of this agreement will be \$.099 per kWh, plus \$.03 per kWh for participating in the LED Program, for a total

rate of \$.129 per kWh during the Initial Contract Term. Your natural gas supply price during the Initial Term of this agreement will be \$.599 per therm. This is not a variable price agreement, under which the price could change due to a variety of factors, including weather conditions. Customers can call ATLANTIC at (800) 917-9133 or visit our website at [www.atlanticenergy-co.com](http://www.atlanticenergy-co.com) for current variable pricing. Please note that historical prices are not indicative of present or future pricing. Customer will receive one bill each month issued by your Utility, or by Atlantic Energy. Unless otherwise provided herein, payment terms are governed by the terms of your utility's tariff if your utility issues the bill. If Atlantic Energy issues the bill, payment of the full amount billed is due 25 days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorney's fees and court cost, as allowed by law. All accounts which are overdue may be referred to a collection agency consistent with New Jersey law. Your bill will be based on scheduled meter readings and/or estimates provided by your utility. Atlantic Energy does not offer budget billing for the supply portion of your bill. The parties agree to accept, for purpose of accounting for the electricity and natural gas delivered under this Agreement, the quantity, quality, and measurement determined by your utility. A twenty-dollar (\$20) fee will be charged for all returned checks.

**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 BPU.

**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 utility: 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 1-800-917-9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Customer Protections.** Atlantic hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by your utility, and The Board of Public Utilities. Your utility transmission and distribution functions will continue to be regulated by the BPU. Electric and natural service may be disconnected only by your utility and only in compliance rules set by the BPU. The contact information for the BPU Division of Customer Assistance is as follows:

Internet address: [www.bpu.state.nj.us/bpu/assistance/index.html](http://www.bpu.state.nj.us/bpu/assistance/index.html)

Telephone number: 1-800-624-0241

Mailing address: New Jersey Board of Public Utilities Division of Customer Assistance  
44 South Clinton Avenue, 9th Floor PO Box 350 Trenton, NJ 08625-0350

**Final Bill.** Customer is liable for all Atlantic charges until Customer returns to the utility for electricity and natural gas supply 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.

**Entire Agreement/ No Warranty.** This Agreement, including the Contract Summary, 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.

**Force Majeure.** Atlantic will make commercially reasonable efforts to provide electricity and natural gas 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 utility (including, but not limited to, a facility outage on gas distribution lines or electric facilities).

ties), 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. All other remedies at law or in equity are hereby waived to the extent permitted by applicable law. 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: Atlantic, 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 to attempt to resolve the dispute. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Arbitration. All claims by commercial customers arising under or relating to this Agreement are to be settled by binding arbitration in the state of New Jersey or another location mutually agreeable to the parties, to the extent permitted by applicable law. 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. Commercial Customers 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 State of New Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of Jersey 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 ("Change of Law") 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 Change of Law by providing 30 days' written notice of such modification to the Customer, consistent with N.J.A.C. 14:4-7.6.

Emergency Service. Your utility will continue to respond to leaks and emergencies. In the event of a power outage, gas leak, service interruption or other emergency, Customer should immediately call the utility:

Distribution Company	Emergency Contact	Customer Service
Public Service Electric & Gas ("PSE&G")	1-800-436-7734	1-800-436-7734

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns Environmental Characteristics and Electric Generation Mix. Information regarding the generation sources and environmental characteristics of the electricity supplied by ATLANTIC is available at [www.atlanticenergyco.com](http://www.atlanticenergyco.com).

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.