

**ENERGY SUPPLIER**

Customer Name:			Account Number:		
Business Name:			Utility/LDC: 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"/>		
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 Acknowledgement 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 Product ETF. There is no ETF for electric and/or gas product. (Product ETF and ETF are defined below).	INITIAL

**Atlantic Energy LLC, NEW YORK CUSTOMER DISCLOSURE STATEMENT**

Confirmation # \_\_\_\_\_

**PRODUCT CHOSEN BY CUSTOMER:**

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

**HOW PRICE IS DETERMINED**

Gas Fixed Rate is \_\_\_\_\_ per Therm  
 Gas Variable Rate shall reflect each month Atlantic’s wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Atlantic’s costs, expenses, profit and margins.  
 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  
 All rates may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure. See Section 17-Regulatory Changes. The applicable taxes will be added to all the rates herein. See Section 3. Pricing, Billing, and Termination 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. For more details. See Section 2-Term. For LED Program, minimum 24 month term required.

**INCENTIVES AND PROMOTIONS**

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.

**AMOUNT OF EARLY TERMINATION FEE (“ETF”) AND METHOD OF CALCULATION**

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.

**LATE PAYMENT FEE**

1.5% per month on overdue balances

**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 Section 2 – Term and attached LED Lighting Program Addendum.

**Atlantic Energy LLC**  
 \_\_\_\_\_  
**By:**  
 \_\_\_\_\_  
**Title:**  
 \_\_\_\_\_  
**Date:**  
 \_\_\_\_\_

**For: 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” or “Commercial Combined Sales 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”). 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. Term.** The Term is as set forth on the Customer Disclosure Statement. 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 the period designated in the Customer Disclosure Statement. 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.

**3. Pricing, Billing, and Termination.** 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. 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 NYPSC 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.

**4. 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 DPS.

**5. 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 or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**6. 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 the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

**7. 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.

**8. 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 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.

**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 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.

**9. 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).

**10. Warranty.** This Agreement, including the LED Lighting Program Addendum, 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.

**11. 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, 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.

**12. 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) and the additional remedies set forth in the attached LED Lighting Program Addendum. 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.

**13. 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

**14. 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. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential 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 natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**15. 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 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.

**16. 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.

**17. 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.

**18. 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 and emergency personnel.

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

**20. LED Program:** Customer has agreed as part of enrollment for commodity supply service with Atlantic to participate in the LED Lighting Program pursuant to the terms set forth in the LED Lighting Program Addendum annexed to this Agreement. The parties hereto agree that the LED Lighting Program Addendum and LIGHTING SPECIFICATION IDENTIFICATION form (which are both being executed and delivered contemporaneously with the execution and delivery of this Agreement) are deemed incorporated as part of this Agreement as if fully set forth herein.

**21. 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.

**22. Arbitration.** All claims and disputes 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.

The DPS will not resolve Non Residential disputes associated with the services provided under this 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 natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

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.