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 Fax: 1-914-462-3313  
 customerservice@dualfuelcorp.com  
 3605 Sedgwick Ave, Suite C  
 Bronx, NY 10463

**COMMERCIAL ELECTRICITY SALES AGREEMENT  
 New York**

Customer Name ("Customer"):	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
Utility/Local Distribution Company ("LDC" or "Utility"):	Utility Account Number(s):
<b>Select Plan:</b> <input type="checkbox"/> Variable Price Plan <input type="checkbox"/> Fixed Price Plan	

<b>CUSTOMER DISCLOSURE STATEMENT</b>	
<b>Price</b>	Variable Price is subject to change each month. Fixed Price is a set price of \$____ per kWh.
<b>Variable Price, Fixed Price - How the price is determined</b>	Electric Variable Price shall each month reflect the 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 Company's costs, expenses and margins. Fixed Price includes all of the above-stated price components and will not change throughout Term of Agreement. Our price does not include Distribution Utility service and other Utility-related charges, which are separate amounts that you must pay to the Utility.
<b>Agreement Term</b>	The Initial Term of this Agreement will be for ___ month(s) beginning on the first available date that your Account is successfully enrolled with your LDC.
<b>Amount of Early Termination Fee and method of calculation</b>	Early Termination Fee shall be limited to an amount, if any, equal to the positive difference of the cost of our supply commitments made on your behalf prior to the termination date and all amounts received from resale of such commitments to any third party, including your LDC.
<b>Late Payment Fee and method of calculation</b>	Customer agrees to pay each invoice in full on or before due date or be subject to a late payment charge of 1.5% per month.
<b>Provisions for renewal of this Agreement</b>	All Variable Price Agreements will automatically renew on a month-to month basis for a subsequent ___ month term ("Renewal Term") and can be cancelled at any time. Fixed Price and Index Price Agreements will automatically renew under the Variable Price terms and conditions of this Agreement unless Dual Fuel Energy Corp. obtains Customer's authorization (written or verifiable oral) agreeing to a subsequent Fixed Price or Index Price renewal term after Customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Fixed Price and Index Price Customers shall have three (3) business days from receipt of the first billing statement of Renewal Term to reject renewal terms and cancel renewal agreement.
<b>Guaranteed savings</b>	Not applicable.

By entering into this Agreement, Customer agrees the terms above (along with the attached Terms and Conditions) and authorizes Dual Fuel Energy Corp. to act as Customer's agent in dealing with the Utility.

<b>Dual Fuel Energy Corp.</b>	<b>CUSTOMER</b>
<b>Signed By:</b>	<b>Signed By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Date:</b>	<b>Date:</b>

## Terms and Conditions

**1. Agreement to Sell and Purchase Electricity** - This is an Agreement between Dual Fuel Energy Corp. ("Dual Fuel," "Seller," "we," or "us") and the undersigned customer ("Customer," "you," or "your") under which Customer shall initiate electricity service and begin enrollment with Dual Fuel (the "Agreement"). Subject to the terms and conditions of this Agreement, Dual Fuel agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of electricity as estimated by Dual Fuel, necessary to meet Customer's requirements based upon consumption data obtained by Dual Fuel or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Dual Fuel or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Dual Fuel.

**2. Customer Acknowledgements** - Customer acknowledges the following:

- That any sales representative with whom Customer has spoken represents Dual Fuel Energy Corp., and is not from the Utility;
- That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account;
- That your Utility will continue to deliver your electricity and provide you with your electricity bill unless otherwise agreed to in writing; and
- That you have received the ESCO Consumers Bill of Rights.

**3. Term** - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Dual Fuel is deemed effective by the LDC, and shall continue for the term specified (the "Initial Term"). For Variable Price customers this Agreement will automatically renew on a month-to-month basis at the same terms. There is no early termination fee for Variable Price customers. For Fixed Price customers, this Agreement will automatically renew on a month-to-month basis under this Agreement's Variable Price terms and conditions, including price, unless Dual Fuel sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call us at **1-877-534-7610** or call their delivery company to terminate the agreement.

**4. Price** - The price for all electricity sold under this Agreement shall be calculated as described in the Customer Disclosure Statement. Dual Fuel will invoice Customer monthly for electricity delivered under this Agreement, as measured by the Utility, 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. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, Dual Fuel may terminate this Agreement upon 15 calendar days' written notice to Customer. For Fixed Price and Index Price service, if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer, at Dual Fuel's option, may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs.

**5. Billing and Payment** - Customer may receive a single bill for both commodity and delivery costs from either Dual Fuel or the LDC, or the LDC and Dual Fuel may each invoice Customer separately. Failure to make full payment of Dual Fuel charges due on any consolidated bill prepared by the LDC for Dual Fuel will be grounds for disconnection of utility services and commodity service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the PSC. A **\$35** fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

**6. Delivery Point, Title, and Taxes** - All electricity sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Dual Fuel.

**7. Customer Agent** - Customer authorizes Dual Fuel to act as Customer's designated agent for the arrangement for delivery of electricity from transfer point(s) to the Point of Delivery.

**8. Termination** - 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 for commodity supply service, and Customer is liable for all Dual Fuel charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. If we terminate this Agreement due to breach or nonpayment, you may be charged an early termination fee ("Early Termination Fee"), as specified in the Customer Disclosure Statement or as listed in the Renewal Notice, in addition to any energy charges you may already owe. An Early Termination Fee shall become due and payable immediately upon the effective date of the termination of service to the account(s).

**9. Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity supplied and reported by the Utility.

**10. Consumer Protections** - The services provided by Dual Fuel to Customer are governed by the terms and conditions of this Agreement. Dual Fuel will provide at least 15 calendar days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Dual Fuel at **1-877-534-7610** or the DPS at 1-888-697-7728, 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 [www.dps.ny.gov](http://www.dps.ny.gov).

## Terms and Conditions

**11. Contact Us** - You may contact DUALFUEL Customer Service Department at **1-877-534-7610** between 8:30 a.m. – 5:30 p.m. ET Monday–Friday. Hours subject to change. You may write to us at: Dual Fuel, 3605 Sedgwick Ave, Suite C, Bronx, NY 10463, or e-mail us at [customerservice@DualFuelCorp.com](mailto:customerservice@DualFuelCorp.com).

**12. No Warranties** - Unless otherwise expressly set forth in this Agreement, Dual Fuel provides and Customer receives no warranties, express or implied, statutory, or otherwise and Dual Fuel specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**13. Force Majeure** - In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**14. Liability** - Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

**15. Dispute Resolution** - In the event of a billing dispute or a disagreement involving Dual Fuel's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Dual Fuel by telephone or in writing 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. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 888-697-7728.

**16. Arbitration** - Any dispute arising between the Parties shall be resolved by binding arbitration under the rules of the American Arbitration Association using a single arbitrator. Each party shall be responsible for its own costs of such arbitration, including all attorney fees.

**17. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Dual Fuel's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Dual Fuel, or any other approved ESCO or other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

**18. Governing Law** - This Agreement is governed by the laws of New York State. 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 or pricing structure whereby Dual Fuel is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Dual Fuel shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.

**19. Information Release Authorization** - You authorize Dual Fuel to obtain and review information regarding your credit history from credit reporting agencies and the following information from the Utility: your consumption history; billing determinant; utility 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 us to determine whether we will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. The Enrollment Consent or execution of this Agreement shall be deemed to represent your authorization for the release of this information to us. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to us or calling Dual Fuel at **1-877-534-7610**. Dual Fuel reserves the right to cancel this Agreement on 15 calendar days' notice in the event you rescind such authorization.

**20. Severability** - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**21. Delay or Failure to Exercise Rights** - No partial performance, delay or failure on our part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**22. Taxes and Laws** - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

**23. Electricity Emergency** - In the event of an electricity emergency or service interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below. You should also contact your local emergency personnel. Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of NY: 1-800-752-6633; National Grid (KED-LI): 1-800-490-0045; National Grid: 1-800-892-2345; NYSEG: 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Gas and Electric: 1-800-743-1701 (electric) /1-800-743-1702 (gas); Long Island Power Authority: 800-490-0075 or 631-755-6900.