



ELECTRIC & NATURAL GAS SALES AGREEMENT Commercial Service - New York (POR)

Name: _____	Date: _____
Contact: _____ Email: _____ Telephone: _____	Address: _____ City: _____ State: _____ Zip Code: _____
Electric: <input type="checkbox"/> Fixed Rate _____ <input type="checkbox"/> Variable Rate _____	Natural Gas: <input type="checkbox"/> Fixed Rate _____ <input type="checkbox"/> Variable Rate _____
Term of Contract: _____ - _____ Utility: _____ Account #: _____	Term of Contract: _____ - _____ Utility: _____ Account #: _____

CUSTOMER DISCLOSURE STATEMENT

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- 1) Price - All rates shall be calculated on a monthly basis in response to market conditions or changes in the market.**
 - 2) Termination Fee and method of calculation - Customers purchasing gas on a month to month basis with Greenlight Energy Inc may cancel without any charges if 30 days prior written notice is provided to Greenlight Energy Inc. All fixed rate contracts under term are subject to cancellation charges as defined under "PRICE" section (i) and (ii) below.**
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AGREEMENT TO SELL AND PURCHASE ENERGY - This is an Agreement between Greenlight Energy Inc and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electric service to begin enrollment with Greenlight Energy Inc (the "Agreement"). Subject to the terms and conditions of this Agreement, Greenlight Energy Inc agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of energy, as estimated by Greenlight Energy Inc necessary to meet Customer's requirements based upon consumption data obtained by (ESCO) or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of energy delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Greenlight Energy Inc. or the LDC's delivery schedule.

BILLING - Customer will continue to receive a single bill for both commodity and delivery costs from the LDC.

SERVICE - Greenlight Energy Inc. will establish an energy transportation program for Customer with its LDC in accordance with the LDC's procedures. Customer agrees to purchase all its natural gas and/or Electricity requirements from Greenlight Energy Inc. on a firm basis.

DELIVERY POINT, TITLE AND TAXES - Greenlight Energy Inc. will deliver Customer's energy supply to the transfer point where gas/electricity first enters the interstate pipeline. Title to, and risk of loss of the energy will pass from Greenlight Energy Inc. to Customer at the transfer point(s). Greenlight Energy Inc. warrants good title to the natural gas and electricity sold to be delivered to Customer.

CONSUMER PROTECTION - The services provided by Greenlight Energy Inc. to Customer are governed by the terms and conditions of this Agreement. Greenlight Energy Inc. will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Greenlight Energy Inc. at 718 428 34 30 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.state.ny.us. You may also contact the Department for inquiries regarding the competitive energy market at 1888 697 7728

PRICE - The price for all natural gas and electricity sold under this Agreement shall include and be subject to all applicable taxes. For fixed 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 Greenlight Energy Inc. 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 GreenLight Energy Inc. or Customer terminates this Agreement prior to the end of the Initial or Renewal Term, and the Agreement is for fixed price service, then the customer shall pay, in addition to any other applicable charges, (i) a cancellation fee of \$150.00; and/or (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

CANCELLATION - You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Greenlight Energy Inc. 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 tried-up when the final meter reading is provided.



NO WARRANTIES - Greenlight Energy Inc. makes no representations or warranties other than those expressly set forth in this Agreement, and Greenlight Energy Inc. expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

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, curtailment by Customer's LDC or Greenlight Energy Inc. transportation capacity, or Customer's LDC appropriation of natural gas, etc, 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 natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

LIABILITY - The remedy in any claim or suit by Customer against Greenlight Energy Inc. 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 Greenlight Energy Inc. 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. **MEASUREMENT** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

DISPUTE RESOLUTION - In the event of a billing dispute or disagreement involving Greenlight Energy Inc. service, Customer must notify Greenlight Energy Inc. in writing within 60 days after the due date, otherwise the dispute is deemed waived. 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 electricity or natural gas 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; 1-800-342-3377, or by visiting www.dps.state.ny.us.

ASSIGNMENT- Customer may not assign its interests in and obligations under this Agreement without the express written consent of Greenlight Energy Inc. Greenlight Energy Inc.) may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

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 or pricing structure whereby Greenlight Energy Inc. is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Greenlight Energy Inc. shall have the right to cancel this Agreement on 15 days notice to Customer.

CONTACT INFORMATION - Customer may contact Greenlight Energy Inc.'s Service Contact Center at 888-453-4427, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Greenlight Energy Inc. at: 2506 31st St. Astoria, NY 11102. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728. **EMERGENCY SERVICE** - In the event of a gas leak, service interruption or other emergency, Customer should immediately call their LDC (National Grid Metro at 718-643-4050, National Grid LI 800-490-0045, National Grid Upstate (Niagara Mohawk) 800-892-2345, Con-Edison at 800-752-6633, O&R at 800-533-5325, RG&E at 800-743-1702/1701, NYSEG at 800-572-1121/1131) and emergency personnel. You may then call Greenlight Energy Inc. at 1-718-204-7467.

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. **PARTIES BOUND** - This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

CONFIDENTIALITY- Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Greenlight Energy Inc.

RENEWAL - No later than 30 days prior to the contract maturity date, an annual renewal letter will be mailed to you. At that time, new terms will be presented based on current pricing. If we do not receive any communications, the account will revert to a variable rate plan for the following year. We encourage you to contact us at 1-888-453-4427 to discuss other options available on your account(s) prior to contract end. If you choose not to continue your service with us after the initial contract term is completed, you may switch to another supplier or return to your local utility company, without an early termination fee.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer's Authorized Representative

Greenlight Energy Inc. Authorized Representative

Name_____

Name_____

Signature_____

Signature_____

Date_____

Date_____