



COMMERCIAL SUPPLY AGREEMENT FOR GAS AND ELECTRICITY ("AGREEMENTS")

PO BOX 967 Buffalo, NY 14240-0967
1-888-472-1085 • Fax: 516-977-1003

Applicant Information

LVC010

These Agreement(s) are for natural gas supply and/or electric generation service between Family Energy, Inc. ("FE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): _____

Mr. Ms. Mrs. Contact First Name: _____ Contact Last Name: _____

Phone: _____ Ext: _____ Cell: _____ Fax: _____ Email: _____
Preferred method of contact? Yes No

Service Address: _____
Street Address

City: _____ State: NY Zip: -

Billing Address (if different from Service Address): _____
Street Address

City: _____ State: _____ Zip: -

ELECTRICITY	
Electricity Utility Name: _____	
_____ month(s) at \$ _____/per kWh.	
(Offer is valid until _____ MONTH, _____ DAY, _____ YEAR ; Time _____)	
Estimated Annual Usage _____	Requested Flow Date _____
Electricity Account # or POD ID# (if only one account) _____	
Schedule A Attached <input type="checkbox"/> Yes	Number of Locations: _____
Initial Contact Date: _____ MONTH, _____ DAY, _____ YEAR (I have scheduled an appointment.)	

NATURAL GAS	
Natural Gas Utility Name: _____	
_____ month(s) at \$ _____/per therm.	
(Offer is valid until _____ MONTH, _____ DAY, _____ YEAR ; Time _____)	
Estimated Annual Usage _____	Requested Flow Date _____
Gas Account # or POD ID# (if only one account) _____	
Schedule A Attached <input type="checkbox"/> Yes	Number of Locations: _____
Initial Contact Date: _____ MONTH, _____ DAY, _____ YEAR (I have scheduled an appointment.)	

APPLICANT DISCLOSURE STATEMENT INFORMATION:

- FE sets both the natural gas and electricity commodity supply prices for this program ("Price") as a cost per kWh/Therm, as selected above.
- The Applicant will buy their natural gas and electricity commodity supply for the above Service Address and/or the Service Address(es) as outlined in the Schedule A from SFE beginning on a date set by the Applicant's LDU and will continue for the term selected above ("Term").
- Natural gas supply historical usage must exceed 750 dekatherms per year ("Threshold") to be eligible for FE's natural gas commodity supply. Please refer to Section 3 of the terms and conditions for details.
- If the Applicant is not served by a demand meter for Electricity supply, FE will include a minimum 30% renewable green electricity component. Please refer to Section 3 of the terms and conditions for details.
- Savings are not guaranteed under either the natural gas and/or electricity commodity supply Agreements ("Agreements"), and are dependent upon market conditions.
- FE may renew, including automatic renewals, the Agreement(s) at the end of the term. Please refer to Section 10 of the terms and conditions for details.
- For Applicants solicited via door-to-door sales, an Early Cancellation fee _____

APPLICANT AWARENESS: The Applicant understands that the Sales Representative is representing FE and is not from the Local Distribution Utility. The Applicant understands that by choosing FE as their natural gas and/or electric power supplier, the Local Distribution Utility will continue to deliver the Applicant's natural gas and/or electricity commodity supply, read the Applicant's meter, bill the Applicant, and respond to any emergencies. The Applicant is the account holder and/or the Contact authorized to make account decisions. (By signing below, the Applicant agrees to purchase natural gas and/or electricity commodity supply from FE and acknowledges that they have read this document and understand and agree to the terms and conditions of the Agreement.)

Contact Signature
(I have authority to bind the Applicant to this Agreement)

Contact Print Name/Title

Signing Date: _____ MONTH, _____ DAY, _____ YEAR

Sales Representative Signature

Sales Representative Print Name

Sales Representative ID Number

Office Use Only

SFE Representative Signature (Counter Sign) **Contact Print Name** **Title** **Signing Date:** _____ MONTH, _____ DAY, _____ YEAR

Please email the completed form as a saved pdf to fecommercial@yourfamilyenergy.com or FAX a signed printout to: 1-440-815-2340

TPV Confirm # _____

--To: Family Energy Inc. ("FE") and the Local Natural Gas and Electricity Utility (or Companies) for the Service Address on this Agreement.

The Agreement(s) is/are for the Sale and Purchase of natural gas and/or electricity commodity supply and is between FE and the Applicant ("Applicant") under which Applicant shall initiate natural gas and/or electricity commodity supply and begin enrollment with FE (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), FE agrees to sell and deliver, and Applicant agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by FE, necessary to meet Applicant's requirements based upon consumption data obtained by FE or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of natural gas and/or electricity commodity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting Applicant's consumption obtained by FE or the LDU's delivery schedule. The Applicant is the account holder and/or the Contact authorized to make account decisions. Applicant understands that continuing to receive the LDU's budget billing services will depend on the Applicant's local LDU. Applicant will receive a letter from the Applicant's LDU informing the Applicant that the Applicant has chosen FE as the Applicant's supplier for natural gas and/or electricity.

TERMS AND CONDITIONS

1. Agency. The Applicant hereby appoints FE as agent for the purposes of (i) acquiring the supplies necessary to meet the Applicant's natural gas and/or electricity commodity supply, and (ii) arranging, contracting for, and/or administering transmission, distribution and related services over transportation/transmission facilities and those of the LDU needed to deliver natural gas and/or electricity commodity supply to the Applicant's Service Address. The Agreement(s) is/are for the sale and purchase of natural gas and/or electricity commodity supply and is between FE and the Applicant under which the Applicant shall initiate natural gas and/or electricity commodity supply and begin enrollment with FE (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), FE agrees to sell and deliver, and the Applicant agrees to purchase and accept, the quantity of natural gas and/or electricity commodity supply, as estimated by FE, necessary to meet the requirements based upon consumption data obtained by FE or the delivery schedule of the Applicant's LDU. The amount of natural gas and/or electricity commodity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting the Applicant's consumption determined by FE or obtained from the LDU delivery schedule.

2. Length of Agreement(s). The Applicant acknowledges that the commencement of the Agreement(s) begins on the date in which the Applicant has signed the Agreement(s) ("Start Date"). If a specific Flow Date is requested on the first page of this Agreement, FE shall use reasonable commercial efforts to attempt to flow on or as close to that date as possible. The Applicant acknowledges that the service under the Agreement(s) depends upon the date on which the Applicant's LDU completes all applicable switching and enrollment processes ("Supply Date"). The Applicant further acknowledges that the timing for the LDU's completion of the switching and enrollment processes is beyond FE's control, and FE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement(s) is the meter reading date after the entire term of the Agreement(s) ("End Date") (as selected by the Applicant on the first page of the Agreement(s)) from the Supply Date, plus any time required to obtain a final meter read. The Term of the Applicant Agreement(s) is the period from the Supply Date to the End Date.

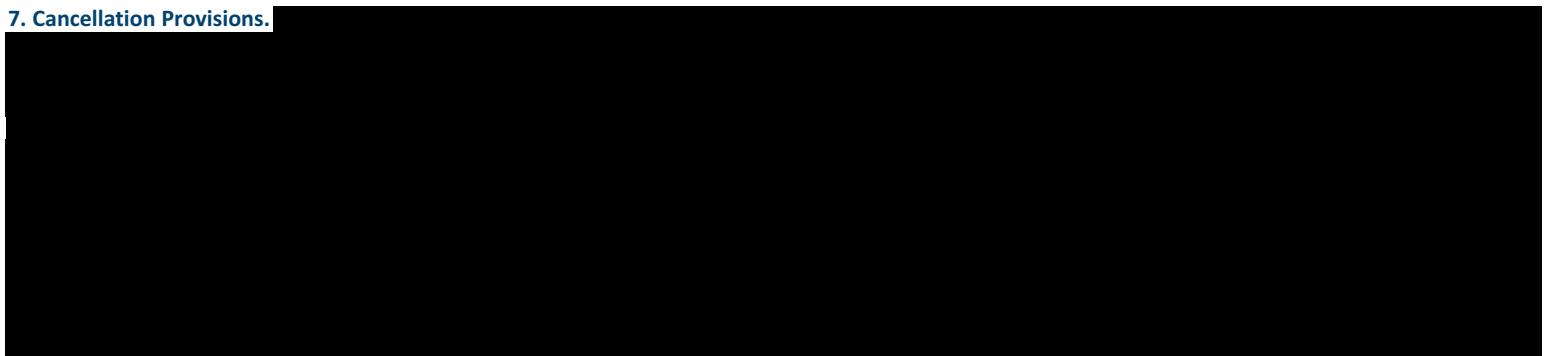
3. Usage. The Applicant acknowledges that by entering into this Agreement that their natural gas historical usage exceeds 750 dekatherms per year ("Threshold"). For customers with multiple meters the Threshold will be calculated based on the sum of all meters as part of the Agreement. If the Applicant's natural gas historical usage does not exceed the Threshold, FE reserves the right to cancel natural gas supply portion of this Agreement. The Applicant further acknowledges that should any electricity meters that are a part of the Agreement not be a Demand meter, FE will ensure that the electricity supply for the non Demand meters, will include a minimum 30% renewable green electricity secured from renewable sources and by means in accordance with the Commission's Environmental Disclosure Labeling Program (EDP) rules.

4. Natural Gas and/or Electricity Billing: The Applicant acknowledges that their LDU will bill them for the natural gas and/or electricity commodity supply delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of natural gas supply and/or electricity commodity supply delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's LDU's billing practice and the Applicant's Utility's usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement, FE may choose to bill the Applicant directly for all costs associated with the supply and delivery of natural gas and/or electricity commodity to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of FE billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that FE bills the Applicant directly, FE's billing terms will be as follows: FE shall invoice the Applicant monthly for all amounts due to FE pursuant to the Agreement for the applicable billing period. The Applicant shall pay to FE in full any amounts owing by the due date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay \blacksquare % interest per month (\blacksquare % per annum) on the unpaid amount, from the due date of payment until payment is received. FE or the Applicant's LDU is entitled to revise any bill if necessary to account for any reassessment by the Applicant's LDU. The Applicant's Utility will determine the amount of natural gas and/or electricity commodity supply that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and FE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, and any legal and collection costs. FE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by FE or by the Applicant's LDU resulting from an actual meter read or consumption adjustment.

5. Pricing. The Price that the Applicant will pay for natural gas and/or electricity commodity supply from FE, is as selected on the first page of the Agreement(s). In addition FE may pass through or allocate, as the case may be, any increase or decrease in our costs, or cost components related to the natural gas and/or electricity commodity supply and related products and services that results from implementation of a new or changes, including changes to rate calculation, to any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, LDU or ISO tariff, rule of any regulatory commission or agency with jurisdiction in the state which where the accounts are located. The Price that FE charges does not include charges related to LDU distribution and other related LDU service.

6. Title. All natural gas and/or electricity commodity supply sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the LDU City Gate (located outside of the municipality of the Service Address or EDC load bus, and shall constitute the point at which title transfers and the sale occurs. FE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity commodity supply provided in these Agreement(s).

7. Cancellation Provisions.



8. Assignment. The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under this Agreement. FE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement and the rights and obligations thereunder, to another energy supplier, natural gas and/or electricity commodity supply or other entity as authorized by the BPU, by providing the Applicant with thirty (30) days' notice.

9. Information Release Authorization. The Applicant acknowledges and authorizes FE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; LDU account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. The Applicant's execution of the Agreement(s) shall constitute authorization for the release of this information to FE. The Applicant consents to provide FE with a copy of the Applicant's LDU bill(s) in order to process the Agreement(s) with the LDU. FE does not guarantee to provide or return the bill or a copy of the bill to the Applicant. This authorization will remain in effect during the initial Term and any Renewal and/or automatic renewal of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice to FE or by calling FE (see Section 15). FE reserves the right to cancel the Agreement(s) in the event the Applicant rescinds the authorization.

10. Agreement(s) Expiration/Renewal Provisions/Change in Terms. At the end of the initial term of the Agreement(s), FE will automatically renew this Agreement(s). If FE does not receive notice, either written or verbal, from the Applicant at least thirty (30) days prior to the end of the initial term of the Agreement(s), the Agreement(s) will continue on a month to month basis at a monthly variable price per kWh/therm, which is established prior to the month of flow and remains unchanged for the duration of each month. The variable rate takes into consideration the market price of gas or electricity, transportation costs, utility and other related charges, applicable taxes, and markup for margin. Should the Applicant wish to terminate the Agreement(s) at any time after the initial term, they can do so without penalty by providing FE with written notice. Once the Applicant has provided FE with their notice to not renew, FE will return the Applicant to their LDU supply service at the next available service period.

11. Warranty. The Agreement(s) for natural gas and/or electricity commodity supply, including applicable attachments, constitutes the entire Agreement(s) for the supply of natural gas and/or electricity commodity between the Applicant and FE. FE makes no representations or warranties other than those expressly set forth in the Agreement(s), and FE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. FE will make commercially reasonable efforts to provide natural gas and/or electricity commodity supply hereunder, but FE does not guarantee a continuous supply of natural gas and/or electricity commodity to the Applicant. Certain causes and events out of the control of FE ("Force Majeure Events") may result in interruptions in service. FE will not be liable for any such interruptions caused by a Force Majeure Event, and FE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to 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 necessary distribution or transmission system, non-performance by the LDU (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond FE's control.

13. Liability. The remedy in any claim or suit by the Applicant will be solely limited to direct actual damages. By entering into the Agreement(s), the Applicant waives any right to any other remedy in law or equity. In no event will either FE or the Applicant 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 the Agreement(s).

14. Emergency Service. In the event of an energy emergency or service interruption, the Applicant should immediately call emergency personnel at the Applicant's local utility/ LDU at the following numbers: Con Ed 1-800-752-6633 or O&R 1-800-533-5325 or Central Hudson 1-845-452-2700 or Rochester Gas & Electric 1-800-743-1702 or NYSEG 1-800-572-1121 or National Fuel 1-800-444-3130 or Niagara Mohawk 1-800-892-2345 or Keyspan 1-718-643-4050.

15. Contact Information. Applicant may contact FE's Customer Care at 1-888-472-1085 Monday through Friday 9:00 a.m. to 5:00 p.m. EST and Saturday 12:00 p.m. - 6:00 p.m. EST and after hours (Customer Care hours subject to change). Applicant may write to FE at: Family Energy Inc., PO BOX 967, Buffalo, NY 14240-0967, or via email at service@yourfamilyenergy.com. Family's fax number is 516-977-1003.

16. Dispute Resolution. Please contact FE at 1-888-472-1085 for any disputes. In the event of a billing dispute or a disagreement involving ESCO's service, Applicant should contact ESCO's Customer Service Center. Applicant 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, 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 inquires 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; 1-888-697-7728.

17. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by the Applicant, and the Applicant agrees to indemnify FE and hold FE harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact FE Applicant Service (see Section 15) to provide such written notification. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of New York without regard to the application of its conflicts of law principles.

18. Delay or Failure to Exercise Rights. No partial performance, delay, or failure on the part of FE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

19. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.