NEW WAVE Energy Corporation | Ride the Wave to our Energy Future

New Wave Energy Corp. | Ph. 1-855-998-WAVE | Fax. 1-866-316-9366 | support@nwaveenergy.com | 410 Main St., Buffalo, NY 14202

NEW YORK MASS MARKET ENERGY SUPPLY AGREEMENT

[redacted]

Agreement Number:
Contact Type:
Rep:

☐ Tax Exempt
☐ Tax Reduced % ***(Please attach certificate)***

Customer Name or Legal Entity:			**FEIN/TIN/SSN:**
Customer Contact Information:	**Name:**		**Title:**
	Phone:	**Fax:**	**E-mail:**
Invoicing Address:	**Street:** **City:** **State:** **Zip:** ☐ ***Same as Service Address***		
Service Address:	**Street:** **City:** **State:** **Zip:** ☐ ***See Addendum A***		
Utility Name:	**Electric Utility:**	**Account #:** ☐ ***See Addendum A***	**Est. Annual Usage:** _____ **kWh**
	Natural Gas Utility:	**Account #:** ☐ ***See Addendum A***	**Est. Annual Usage:** _____ **ccf**
Service Class:	**Zone:**	**Start Month:**	**End Month:**

CUSTOMER DISCLOSURE STATEMENT

	ELECTRICITY	**GAS**
Price	[redacted]	[redacted]
Initial Term	Months	
Price Calculation	[redacted]	

[redacted]

Printed Name: _____ Signature: _____ Date: _____

[redacted]

TERMS & CONDITIONS

[redacted]

[redacted]

[redacted]



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ADDENDUM A: Additional Accounts

Item #	Utility	Account Number	Service Class	Service Address:	Suite	City	State	Zip
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

Customer Signature: _____ Printed Name: _____

Date: _____

New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumer Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by both the ESCO and the utilityand the knowledge that you are not required to choose an alternative energy supplier.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
    - price and all variable costs or fees;
    - length of the agreement;
    - terms for renewal of the agreement,
    - cancellation process and associated fees, if any; and
    - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement.
- A description of the provisions of pre-payment agreements if offered, including that the ESCO cannot require a customer to pre-pay for service and that any Agreement providing for prepayment may be cancelled by the customer, without any penalty or obligation, within ninety calendar days from the date of the agreement. Any unused portion of the prepayment must be returned to the customer bythe ESCO within thirty business days following receipt of notice of cancellation.
- A description of any early termination or cancellation fees provided for inthe agreement. An ESCO cannot impose Early Termination Fees exceeding$100 for an Agreement with a term of one year or less, $200 for a Agreement with aterm greater than one year, or more than two times an estimate of your average monthly energy charge, which amount must be provided to you at the of the agreement
- Notice from the ESCO, not less than thirty days nor more than sixty days prior to the renewal date, of the renewal terms and of the customers option to rejectthe renewal offer. The customer will not be subject to early termination or cancellation fees if the customer objects to the renewal within threebusiness days after receiving the first billing statement from the ESCO under the terms of the agreement as renewed. Further, an ESCO cannot change any material terms, other than price, without your express consent.

Residential customers who take service from an ESCO also have the rights and protections of the Home Energy Fair Practices Act (HEFPA) (http://www.dps.state.ny.us/resright.html).A Fair and timely complaint resolution process.
Provision of any written documents, such as Agreements or sales agreements, marketing materials, and this ESCO Consumer Bill of Rights, in thesame language used to solicit you.

Any Agreement or sales agreement that does not comply with General Business Law (GBL) § 349-d is void and unenforceable. If an ESCO violates the requirements of GBL § 349-d, a customer may sue for damages.

Any agreement for energy services which does not comply with the New YorkState Department of Public Services Uniform Business Practices could result in consequences against the ESCO including revocation of its eligibility to provide services in New York.