

STANDARD SALES AGREEMENT



SMALL COMMERCIAL ELECTRIC SALES AGREEMENT

Customer Name: _____ Date: _____
 Address: _____
 Contact: _____ Telephone Number: _____
 LDC Name: _____ LDC Acct #: _____
 Account Name: _____ Service/Rate Class: _____
 Service Address: _____
 Electric _____

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed Rate or Index Rate
How price is determined	Electric Fixed Price _____per/kWh Index price is described in Section 3 of this Agreement
Length of the agreement and end date	Fixed Rate Service it is [X Months]See Section 2-Term.
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee (“ETF”) and method of calculation	Actual Damages: difference between the contract and market price for the remaining term. Please see Section 3 of this agreement for more details.
Amount of Late Payment Fee and method of calculation	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 market based rate until terminated by either party. For more details see Section 2 - Term.

1. Agreement to Sell and Purchase Energy. This is an agreement between Freepoint Energy Solutions LLC (“Freepoint Energy”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Freepoint Energy (the “Agreement”). Subject to the terms and conditions of this Agreement, Freepoint Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Freepoint Energy, necessary to meet Customer’s requirements based upon consumption data obtained by Freepoint Energy or the delivery schedule of the Local Distribution Utility (the “LDC”). Freepoint Energy is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Freepoint Energy or the LDC’s delivery schedule. The LDC will continue to deliver the electricity supplied by Freepoint Energy.

2. Term. For Fixed Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Freepoint Energy is deemed effective by the LDC, and shall continue for 12 months thereafter (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly market based 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, Freepoint Energy 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. 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 Freepoint Energy 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 all electricity sold under this Agreement shall be a Fixed price which includes 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 Freepoint Energy’s costs, expenses and margins.

For fixed price service 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 may be charged a the applicable Real Time market 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 below the Base Load, the Customer will be charged the fixed price 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 Freepoint Energy 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, Freepoint Energy may terminate this Agreement upon 15 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Freepoint Energy terminates this Agreement due to Customer’s breach, the Customer shall pay Freepoint Energy “**Actual Damages**”. Actual Damages means the positive difference, if any, between the contract price as defined in the Contract Summary for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction.

Freepoint Energy will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC, 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. Customer may receive a single bill for both commodity and delivery costs from either Freepoint Energy or the LDC, or each of the LDC and Freepoint Energy may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). Freepoint Energy may assign and sell Customer accounts receivable to the LDC. A \$25 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 Freepoint Energy. Freepoint Energy 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 with 30 days written notice to Customer.

5. Information Release Authorization. Customer authorizes Freepoint Energy 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; participation in utility low income discount programs; 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 Freepoint Energy 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 Freepoint Energy. 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 Freepoint Energy or by calling Freepoint Energy at 1-800-982-1670. Freepoint Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Freepoint Energy to Customer are governed by the terms and conditions of this Agreement. Freepoint Energy will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Freepoint Energy, a Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Freepoint Energy at 1-800-982-1670 or the DPS at 1-800-342-3377 (General Helpline), 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.ny.gov>.

7. Cancellation. Customer is liable for all Freepoint Energy 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-Electric: Customer hereby designates Freepoint Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and Freepoint Energy 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 Sales Point and the Customer's end-use premises. Freepoint Energy 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 Sales Points for the electricity will be a point at the NYISO Freepoint Energy 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 price noted above.

9. Title-Electric: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO Freepoint Energy load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Freepoint Energy will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Freepoint Energy. Freepoint Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Freepoint Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. Freepoint Energy will make commercially reasonable efforts to provide electricity hereunder but Freepoint Energy does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Freepoint Energy ("Force Majeure Events") may result in interruptions in service. In the event that Freepoint Energy is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, Freepoint Energy will not be liable for any interruptions caused by a Force Majeure Event, and Freepoint Energy 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, curtailment by Customer's LDC or Freepoint Energy transportation capacity, or any other cause beyond Freepoint Energy's control.

12. Liability. The remedy in any claim or suit by Customer against Freepoint Energy 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 Freepoint Energy 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. Freepoint Energy Contact Information. Customer may contact Freepoint Energy’s Customer Service Center at 1-80-982-1670, Monday through Friday 9:00 a.m. - 6:00 p.m. EST (contact center hours subject to change) or by emailing CustomerRelations@freepointsolutions.com. Customer may write to Freepoint Energy at: 3050 Post Oak Blvd. Suite 1330 Houston TX 77056.

14. Dispute Resolution. The services provided by Freepoint Energy to Customer are governed by the terms and conditions of this Agreement. In the event of a billing dispute or a disagreement involving Freepoint Energy’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Freepoint Energy by telephone or in writing as provided above. The dispute or complaint relating to a customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures (“Procedures”) or calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

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 Freepoint Energy’s net income, shall be paid by Customer, and Customer agrees to indemnify Freepoint Energy and hold Freepoint Energy harmless from and against any and all such taxes.

17. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a 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; Niagara Mohawk at 1-800-892-2345; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-572-1131 and emergency personnel. Customer should then call Freepoint Energy at: 1-800-982-1670.

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

Customer and Freepoint Energy 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.

Freepoint Energy Solutions LLC

For: CUSTOMER

BY:

BY:

TITLE:

TITLE:

DATE:

DATE: