

Comp Energy LLC  
 123 Grove Avenue  
 Cedarhurst, NY 11516  
 Office: 646-235-0251

## RESIDENTIAL COMBINED SALES AGREEMENT

### RESIDENTIAL Service - New York

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_ LDC Acct #: \_\_\_\_\_

Account Name: \_\_\_\_\_ Service/Rate Class: \_\_\_\_\_

Service Address: \_\_\_\_\_

Gas \_\_\_\_\_ Electric \_\_\_\_\_ Both \_\_\_\_\_

### CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, Variable or Index
How price is determined	Electric Fixed Price _____ per/kWh Gas Fixed Price _____ Dth Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Comp Energy LLC's costs, expenses and margins. 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 Comp Energy LLC's costs, expenses and margins Index price is described in Section 3 of this Agreement
Length of the agreement and end date	For Variable Rate service the Term is 30 days and for Fixed Rate Service it is 12 months. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A Residential Customer may rescind by calling the toll free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service. For all residential customers the ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.
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 variable rate methodology until terminated by either party. For more details see Section 2 - Term.
Guaranteed Savings	This agreement offers no guaranteed savings.

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

**TERM** - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Comp Energy LLC is deemed effective by the LDC, and shall continue for 12 months thereafter (the “Initial Term”). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, unless Comp Energy LLC 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 Comp Energy LLC at 646-235-0251 or call their delivery company to terminate the agreement. Comp Energy LLC may terminate this Agreement by providing 30 days’ written notice to the Customer.

**PRICE** – The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes. Comp Energy LLC will invoice Customer monthly for natural gas delivered 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. 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, Comp Energy LLC may terminate this Agreement upon 15 days written notice to Customer. 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 Comp Energy LLC’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. If Comp Energy LLC 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, a cancellation fee of \$50.

**BILLING** - Customer may receive a single bill for both commodity and delivery costs from either Comp Energy LLC or the LDC, or each of the LDC and Comp Energy LLC may invoice Customer separately. Failure to make full payment of Comp Energy LLC charges due on any consolidated bill prepared by the LDC for Comp Energy LLC will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to residential customers, 16 NYCRR Section 13.3. 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”). A \$20 fee will be charged for all returned payments.

**SERVICE** – Comp Energy LLC will establish a natural gas transportation program for Customer with its LDC in accordance with the LDC’s procedures. This may require Customer to enter into a transportation agreement under LDC’s transportation service agreement. If requested, Comp Energy LLC will arrange for transportation of natural gas on Customer’s behalf from the transfer point(s) to the respective LDC’s City Gate. Customer authorizes Comp Energy LLC to act as Customer’s designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective LDC’s City Gate. Comp Energy LLC will act on Customer’s behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Comp Energy LLC will supply Customer’s full requirements for natural gas at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its natural gas requirements from Comp Energy LLC on a firm basis.

**DELIVERY POINT, TITLE AND TAXES** – Comp Energy LLC will deliver Customer’s natural gas supply to the transfer point where gas first enters the interstate pipeline. Title to, and risk of loss of the natural gas will pass from Comp Energy LLC to Customer at the transfer point(s). Comp Energy LLC warrants good title to the natural gas sold and delivered to Customer. If Customer requests, Comp Energy LLC will act as Customer’s agent and arrange transportation of natural gas from transfer point(s) to the respective LDC’s City Gate. Customer will be liable for and pay all taxes or surcharges, which are imposed

with respect to the sale of natural gas. 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 Comp Energy LLC.

**CONSUMER PROTECTION** - The services provided by Comp Energy LLC to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders), including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA). Comp Energy LLC will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Comp Energy LLC at 646-235-0251 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).

**CANCELLATION** - 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 Comp Energy LLC 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 true-up when the final meter reading is provided.

**WARRANTY**- This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Comp Energy LLC. Comp Energy LLC makes no representations or warranties other than those expressly set forth in this Agreement, and Comp Energy LLC 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 G-d, curtailment by Customer's LDC or Comp Energy LLC 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 Comp Energy LLC 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 Comp Energy LLC 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 a disagreement involving Comp Energy LLC's service, Customer should contact Comp Energy LLC's Customer Service Center. 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. 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.

**ASSIGNMENT**- Customer may not assign its interests in and obligations under this Agreement without the express written consent of Comp Energy LLC. Comp Energy LLC 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.

**INFORMATION RELEASE AUTHORIZATION** - Customer authorizes Comp Energy LLC to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, participation in utility low income discount programs, existence of medical emergencies, status as to whether Buyer 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 Comp Energy LLC 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 Comp Energy LLC. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Comp Energy LLC or calling Comp Energy LLC

at 1-646-235-0251. Comp Energy LLC reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Comp Energy LLC -DPS CONTACT INFORMATION** - Customer may contact Comp Energy LLC's Service Contact Center at 646-235-0251, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Comp Energy LLC at: 123 Grove Avenue, Cedarhurst, NY, 11516. You may also contact the DPS 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 Brooklyn at 718-643-4050, National Grid LI at 800-490-0045, Con-Edison at 800-752-6633) and emergency personnel. You may then call Comp Energy LLC at 646-235-0251.

**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 Comp Energy LLC.

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**

**Comp Energy LLC Authorized Representative**

Name\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

## **New York State Public Service Commission**

### **Your Rights as an Energy Services Company Consumer**

#### **ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company Comp Energy LLC 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 the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- 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 charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.ny.gov/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com)