

**NATURAL GAS & ELECTRICITY SALES AGREEMENT**



Columbia Utilities, LLC  
Columbia Utilities Power, LLC

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Brooklyn, NY 11219  
Phone (877) 7COLUMBIA  
(877) 726 - 5862  
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www.ColumbiaUtilities.com

ENROLLMENT DATA

ENROLLEE'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
LAST 4 DIGITS SS# / FULL TAX ID / DOB \_\_\_\_\_  
TELEPHONE (HOME) \_\_\_\_\_  
(BUSINESS) \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

**GAS**

ACCOUNT NAME
UTILITY ACCOUNT#
SERVICE ADDRESS
UTILITY
PROMO-CODE

**ELECTRIC**

ACCOUNT NAME
UTILITY ACCOUNT#
SERVICE ADDRESS
UTILITY
PROMO-CODE

This is an agreement between Columbia Utilities, LLC ("Columbia Utilities" or "Columbia") and you for natural gas supply service and/or Columbia Utilities Power, LLC ("Columbia Utilities Power" or "Columbia") and you for electric supply service at each of the account addresses listed above (or in an addendum). You agree to purchase all the natural gas from Columbia Utilities and/or electricity from Columbia Utilities Power required to service each of the accounts listed above (or in any addendum) ("Purchase Quantities") at a variable price, as described below and on the reverse side in the General Terms and Conditions of this Agreement.

**CUSTOMER DISCLOSURE STATEMENT**

Price	<b>Variable.</b> If you receive natural gas supply service from Columbia Utilities, for your first two billing cycles, you will pay an introductory price of \$ _____ per therm. Beginning in the third billing cycle, you will pay a price that will vary from month to month as described below. If you receive electric supply service from Columbia Utilities Power, for your first two billing cycles, you will pay an introductory price of \$ _____ per kWh. Beginning in the third billing cycle, you will pay a price that will vary from month to month as described below.
Variable Price Calculation	<b>Natural Gas Price:</b> Beginning in the third billing cycle, you will pay a price that will vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Columbia performs for you, and other prevailing market conditions. There is no limit on how much the price of your natural gas supply service may change from one billing cycle to the next. <b>Electric Price:</b> Beginning in the third billing cycle, you will pay a price that will vary from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Columbia performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Columbia, and other prevailing market conditions. <b>Natural Gas &amp; Electric Supply Service:</b> You are responsible for paying and reimbursing Columbia for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Columbia and/or you by federal state, and/or local authorities that Columbia passes through to you. If you are tax exempt, you must furnish Columbia with an exemption certificate before service commences.
Length of Agreement and End Date	You will buy your natural gas and/electric supply service from Columbia for the street address(es) listed above (or in any addendum) beginning on a date set by your utility ("Starting Date") and will continue to purchase your natural gas and/or electric supply service from Columbia for an initial period of one month from the Starting Date, subject to the automatic renewal described below and in the General Terms and Conditions.
How Customer Can Rescind The Agreement	If you are a residential customer, you may cancel this agreement without penalty within three business days of your receipt of this Agreement by calling Columbia at (877) 726-5862 or by sending an email to CustomerService@columbiautilities.com and asking to cancel this Agreement. You also may cancel by sending a signed and dated letter or notice requesting cancellation via regular mail, overnight carrier, telegram, or hand delivery to Columbia Utilities, LLC / Columbia Utilities Power, LLC, 1350 60th Street, Brooklyn, NY 11219.
Amount of Early Termination Fee	None.
Amount of Late Payment Fee and Method of Calculation	You will pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owed and not received by Columbia within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also pay Columbia's reasonable attorneys' fees and expenses incurred in collecting any payment from you.
Agreement Renewals	This Agreement will renew automatically on a month-to-month basis under the same terms, or with changes to your benefit (with the price for gas and/or electric supply service staying the same, decreasing, or increasing), unless you or Columbia terminate the Agreement by giving the other party at least 30 days' advance written notice before the end of any one month term.
Conditions under which Savings Are Guaranteed	Savings are not guaranteed.

I would like Budget Billing: \_\_\_\_\_ (Please initial if you would like Budget Billing.) \*Restrictions may apply.

You understand and/or acknowledge as follows: **(A)** you are the named customer on each of the accounts listed above (or in any addendum), or are the spouse of the named customer on the above account(s), and you are over 18 years old and authorized to make decisions concerning the account(s); **(B)** any sales representative with whom you have spoken represents Columbia and is not from your local utility company or affiliated with your local utility company; **(C)** there is no cost to switch to Columbia as your gas and/or electricity supplier or to enroll in Columbia's Natural Gas Choice Program or Power Choice Program; **(D)** you may cancel this Agreement at any time, without penalty; **(E)** your gas supply service will be provided by Columbia Utilities and/or your electric supply service will be provided by Columbia Utilities Power; **(F)** your utility will continue to deliver your gas and/or electricity and send you a single bill for your gas and/or electric supply service; **(G)** your utility will also be available to respond to leaks or other emergencies, should they occur; **(H)** you have received a copy of the "ESCO Consumers Bill of Rights;" **(I)** (Door-to-door Sales Only) you have received two copies of the "Notice of Cancellation" that is part of this Agreement.

You authorize Columbia to initiate service to the accounts listed above (or in any addendum), to begin your enrollment, and to obtain historical billing data, consumption, and other information about you ("Customer Information") from your utility for as long as you remain a customer of Columbia, so that Columbia can start and maintain its service to you. Columbia reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. You may rescind your authorization for the release of Customer Information at any time.

**IF YOU ARE A RESIDENTIAL CUSTOMER, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOUR RECEIPT OF THIS AGREEMENT. IF YOU CANCEL, YOU WILL RECEIVE A CANCELLATION NUMBER FROM COLUMBIA.**

**FOR DOOR-TO-DOOR SALES ONLY -- YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

By signing below, you agree to the terms and conditions of this Agreement, including the General Terms and Conditions on the reverse side.

FOR Columbia Utilities, LLC and/or Columbia Utilities Power, LLC (Seller) BY \_\_\_\_\_ (\_\_\_\_\_) ENROLLEE'S NAME (PRINT) RELATION TO ACCT NAME  
BY \_\_\_\_\_ (\_\_\_\_\_) REPRESENTATIVE'S NAME (PRINT) ID NUMBER BY \_\_\_\_\_ ENROLLEE'S SIGNATURE  
BY \_\_\_\_\_ REPRESENTATIVE'S SIGNATURE DATE \_\_\_\_\_ MONTH / DAY / YEAR



# GENERAL TERMS AND CONDITIONS FOR **NATURAL GAS & ELECTRICITY SALES AGREEMENT**

**PRICE. Natural Gas Price:** If you receive natural gas supply service from Columbia Utilities, for your first two billing cycles, you will pay the introductory price stated in the Price section of the Customer Disclosure Box on the reverse side of this Agreement. Beginning in the third billing cycle, you will pay a price that will vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Columbia performs for you, and other prevailing market conditions. There is no limit on how much the price of your natural gas supply service may change from one billing cycle to the next. **Electric Price:** If you receive electric supply service from Columbia Utilities Power, for your first two billing cycles, you will pay the introductory price stated in the Price section of the Customer Disclosure Box on the reverse side of this Agreement. Beginning in the third billing cycle, you will pay a price that will vary from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Columbia performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Columbia, and other prevailing market conditions. **Natural Gas & Electric Supply Service:** You are also responsible for paying and reimbursing Columbia for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Columbia and/or you by federal state, and/or local authorities that Columbia passes through to you. If you are tax exempt, you must furnish Columbia with an exemption certificate before service commences.

**LENGTH OF AGREEMENT AND RENEWALS.** You will buy your natural gas and/or electric supply service from Columbia for the street address(es) listed on the first page (or in any addendum) beginning on a date set by your utility ("Starting Date") and will continue to purchase your natural gas and/or electric supply service from Columbia for an initial period of one month from the Starting Date. After the initial one month period, your purchase of natural gas and/or electric supply service from Columbia will continue automatically on a month-to-month basis under the same terms and conditions unless either you or Columbia terminates this Agreement by giving at least 30 days' advance written notice to the other before the end of any one month term. There will be no charge to you for stopping your natural gas and/or electric supply service if you do so in accordance with the terms of this Agreement.

**AGENCY. Gas** – If you are purchasing natural gas supply service from Columbia Utilities, you hereby designate Columbia Utilities as your agent to: (a) arrange and administer contracts and service arrangements between you and your utility, and between you and the interstate pipeline transporters of your gas; (b) nominate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your utility for the transportation of your gas from the Delivery Point(s) to the your premises; and (c) aggregate your gas with the gas supplies of Columbia's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Columbia will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your city gate requirements based on the consumption and other information that Columbia receives from your utility. The Sales Point(s) for the gas will be a point or points located outside of the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located selected from time to time by Columbia to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of your utility. Columbia, as your agent, will arrange for the transportation of the gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your premises.

**Electricity** – If you are purchasing electric supply service from Columbia Utilities Power, you hereby designate Columbia Utilities Power as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your electric utility) for the delivery of electricity. The Sales Point(s) for the electricity will be at one or more points on the NYISO administered transmission system located outside of the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located, selected from time to time by Columbia Utilities Power to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Columbia, as your agent, has arranged for the delivery of electricity to you or to a third party (such as your utility) for your account.

**BILL PAYMENT.** You will be billed and will pay Columbia Utilities for natural gas supply service and/or Columbia Utilities Power for electric supply service based on meter readings and consumption information that Columbia receives from your utility ("Billing Quantity"). Columbia will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by your utility or any interstate transporters from the Purchase Quantity. You will receive a single bill from your utility that will include charges for the utility's transportation of gas and/or electricity from the Delivery Point(s) to your meter(s), your purchase of gas and/or electricity from Columbia, and other applicable charges. Payment is due on receipt of your bill. If payment is not received from you on a timely basis, Columbia may, after 15 days' written notice to you, suspend performance and cancel this Agreement, provided that you will still remain obligated to pay for all gas and/or electricity sold to you prior to such cancellation. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Columbia within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You also agree to pay Columbia's reasonable attorneys' fees and expenses incurred by Columbia in collecting any payment from you. Your bill payments that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Columbia's and the utility's charges in that category.

**TITLE, RISK OF LOSS, ETC.** You and Columbia agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Columbia to you at the Sales Point(s). Columbia and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply service under this Agreement, you agree to pay such tax.

**CONSUMER PROTECTION AND COMPLAINT PROCEDURES.** Residential service provided by Columbia is governed by the Home Energy Fair Practices Act (HEFPA). Prior to termination of service, Columbia will provide you at least 15 days' written notice. In the event of nonpayment of any charges owed to Columbia, you may be subject to termination of service and the suspension/disconnection of distribution service pursuant to procedures approved by the PSC under HEFPA.

If you have any questions or complaints about your service under this Agreement, you may contact Columbia at (877) 726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, or by email at [CustomerService@columbiautilities.com](mailto:CustomerService@columbiautilities.com). Columbia will attempt in good faith to resolve any dispute arising under this Agreement. If, after contacting Columbia, you are unable to resolve your complaint, you may contact the PSC. A dispute or complaint may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedures by calling the PSC at (800) 342-3377 or by writing to the PSC at: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or through its website at: [www.dps.ny.gov](http://www.dps.ny.gov). During the pendency of the dispute, you must pay the bill in full, except for the specific disputed amount. You may also request information from the PSC's Office of Consumer Services at the address, phone number, or website listed above. The PSC ESCO Hotline is (888) 697-7728.

**APPLICABLE LAWS. ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the New York Public Service Commission ("PSC"). **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

**FORCE MAJEURE.** Neither Columbia nor you will be liable for a breach of this Agreement if the breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, government action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

**LIMITATION OF LIABILITY.** As between Columbia and you, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs, or losses at and after the Sales Point(s), including, without limitation, any losses that Columbia incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated to you. As between Columbia and you, Columbia will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs, or losses until the natural gas and/or electricity is delivered to the Sales Point(s); provided, however, that in no event shall Columbia's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement. **NEITHER YOU NOR COLUMBIA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

**NO WARRANTIES. COLUMBIA MAKES NO WARRANTY, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**MISCELLANEOUS.** You may not assign this Agreement without Columbia's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto. This Agreement is the entire understanding between you and Columbia with respect to the subject matter hereof, and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Columbia 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 in accordance with the PSC rules and procedures, if any, governing such transactions.

**EMERGENCIES.** In the event of an energy emergency or service interruption, you should immediately call emergency personnel by dialing your local utility at the following numbers: National Grid NY (718) 643-4050; National Grid LI (800) 930-5003; Con Edison (800) 752-6633; O&R (800) 533-5325; Central Hudson (800) 942-8274; National Grid (Upstate) (800) 892-2345; National Fuel (800) 444-3130; NYSEG (800) 572-1121; RG&E (800) 743-1702. Customer can also call Columbia at (877) 726-5862.