

# Light Power and Gas, LLC

## Natural Gas Sales Agreement – Residential

<b>Seller</b>	Light Power and Gas of PJ , LLC 1449– 37th Street	Tel: 718-853-4300 Fax: 718-853-4301
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<b>Buyer</b>		Contact: _____ Tax ID: _____ Telephone: _____
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Total Accounts: \_\_\_\_\_

Account Number: \_\_\_\_\_

Local Utility: \_\_\_\_\_

Term of Contract:        Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Or the \_\_\_ months period commencing with the month of initial sales

<b>Contract Type:</b>	<input type="checkbox"/> <b>Fixed</b>  <input type="checkbox"/> <b>Variable</b>
<b>Purchase Price:</b>	
<b>Length of agreement:</b>	From enrollment date. If Fixed Rate based on the length of Fixed Price Contract (as shown above). If Variable Rate, month-to-month. See Section 2_Term.
<b>Process customer may use to rescind the agreement without penalty</b>	A residential Customer may rescind by calling the toll-free number within 3 business days of receipt of the sales agreement.
<b>Amount of Early Termination Fee (“ETF”) and method of calculation</b>	For Fixed Rate: if contract cancelled by customer prior to completion of term, a penalty amount of \$12.50 will be assessed for each month remaining in the term. For all residential customers, the penalty will not to exceed \$100.00 if the remaining term is less than 12 months, and \$200.00 if the term is 12 months or more. For Variable Rate: no fee if customer provides 30 days written notice.
<b>Amount of Late Payment Fee and method of calculation</b>	1.5% per month on overdue balances.
<b>Provisions for renewal of the agreement</b>	Upon completion of Fixed Initial Term, Customer will receive a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (“Renewal Term”). Upon completion of Initial Term, the Agreement will automatically renew on a month to month basis at the same terms.
<b>Bill Type:</b>	Consolidated

<b>TaxExemptStatus:</b>	Exempt (If exempt must attach certificate) <input type="checkbox"/> Commercial <input type="checkbox"/> Residential
<b>Guaranteed Savings</b>	This agreement offers no guaranteed savings

Contract Price is based on current market conditions and set on receipt of an executed Agreement. Buyer agrees to purchase from Seller at the above price, all of the natural gas requirements for the accounts listed in this Agreement. Buyer agrees to the terms of this Agreement in its entirety. The undersigned below warrants and represents that they are legally authorized to enter into this Contract. This Agreement is not valid or binding until signed by both parties.

**For Seller: Light Power and Gas of PJ , LLC**

**For Buyer:**

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Buyers Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# Terms and Conditions

This Natural Gas Sales Agreement - entered into and effective as of \_\_\_\_\_ (date) - by and between Light Power and Gas of PJ , LLC ("Seller"), a Pennsylvania limited liability Corporation, and ("Buyer or Customer") located at \_\_\_\_\_ agree to be bound by the following terms and conditions:

**1. Agreement to Sell and Purchase Energy:** This is an agreement between Light Power and Gas of PJ , LLC ("Light Power and Gas of PJ ") and the undersigned customer under which Customer shall initiate natural gas service and begin enrollment with Light Power and Gas of PJ (the "Agreement"). Subject to the terms and conditions of this Agreement, Light Power and Gas of PJ agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas as estimated by Light Power and Gas of PJ , necessary to meet Customer's requirement based upon consumption data obtained by Light Power and Gas of PJ or the delivery schedule of the Local Distribution utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to changed based upon data reflecting Customer's consumption obtained by North Energy or the LDU's delivery schedule.

**2. Term:** This Agreement will be in force for the term initially agreed upon (Primary Term) as described on the disclosure page, above. Upon completion of the Initial Term, this Agreement will automatically renew on a month – to – month basis at the same terms. When receiving service on a month – to – month basis, customer may cancel or terminate without penalty so long as Light Power and Gas of PJ LLC is provided with 30 Days' advance written notice of termination.

**3. Pricing, Billing and Payment:** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a [ ] variable price established each month by Light Power and Gas of PJ LLC based upon market conditions or [ ] a fixed price of \_\_\_\_\_, plus, in each case, all applicable taxes. Light Power and Gas of PJ LLC will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, 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 Light Power and Gas of PJ LLC or the LDU, or each of the LDU and Light Power and Gas of PJ LLC 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 Pennsylvania State Department of Public Service (the "DPS"). In the event of failure to remit payment when due, Light Power and Gas of PJ LLC may terminate commodity service and seek suspension of distribution in service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$30 fee will be charged for all returned payments.

**4. Cancellation.** A residential Customer may rescind this Agreement within three (3) business days after the signing or receipt of this Agreement, whichever comes first, by contacting Light Power and Gas of PJ at 1-718-853-4300 or in writing to 1449 37<sup>th</sup> St, Ste 611, Brooklyn, NY 11218. Customer is liable for all Light Power and Gas of PJ 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.

**5. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of (ESCO). (ESCO) 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.

**6. Information Release Authorization.** Customer authorizes Light Power and Gas of PJ 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 (ESCO) 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 Light Power and Gas of PJ . 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 Light Power and Gas of PJ or by calling Light Power and Gas of PJ at 1-718-853-4300. Light Power and Gas of PJ reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**7. Energy Delivery:** All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which for gas shall be a location outside the State of Pennsylvania, which shall constitute the point at which title transfers and the sale occurs hereunder. Light Power and Gas of PJ LLC will arrange for transportation to the appropriate City Gate of the LDU. Light Power and Gas of PJ LLC will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

**8. Taxes:** Buyer is responsible for paying all applicable taxes. Buyer will furnish Seller with any necessary documentation, such as tax exempt certification, showing its exemption from Taxes if applicable. buyer will be liable and responsible for any Taxes assessed against Seller because of Buy's failure to provide proper documentation as such. This Agreement is subject to all local, State and Federal Laws, and regulations of governmental agencies having jurisdiction over such services.

**9. Regulatory Changes:** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change")

which impacts any term, condition or provision of this Agreement including, but not limited to price, Light Power and Gas of PJ , LLC shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**10. Disputes:** The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Seller's service, the parties agree to use their best efforts to resolve and negotiate the dispute in good faith. For non-residential customers, the Department of Public Service will not resolve their disputes. The dispute or complaint relating to a residential 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.

**11. Liability:** In no event shall either Party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

**12. Force Majeure:** Neither Seller nor Buyer will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the Party's control. A Force Majeure and the exemptions set forth in this clause does not include an inability to pay.

**13. Contact Information.** Customer may contact Light Power and Gas of PJ 's Customer Service Center at 1-718-853-4300, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Light Power and Gas of PJ at: 1425 37th Street Brooklyn, NY 11218.

**14. Consumer Protection:** You may obtain additional information by contacting Seller at 718-853-4300 or by contacting the DPS at: PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265 or at 1-800-692-7380 or through its website at <http://www.puc.state.pa.us>

**15. Emergency Service:** In the event of an energy emergency or service interruption, you should call emergency personnel or contact your Local Utility Company. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Citizens' Electric 570-524-2231, Duquesne Light 888-393-7000, MetEd 888-544-4877, PECO 800-841-4141, Penelec 888-544-4877, PennPower 888-544-4877, Pike Country 877-434-4100, PPL 800-342-5775, UGI 800 276-2722, Wellsboro Elec. 570-724-3516 and emergency personnel. . Customer should then call (ESCO) at: 1-718-853-4300.

**16. Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of the Seller in excising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**17. Utility Curtailment Notices:** Buyer will notify Seller of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruptions of curtailment of your energy usage (a "utility curtailment notice") and pay any and all Energy Imbalance Charges resulting from your failure to so comply.

**18. Severance:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**19. No Warranties:** Unless otherwise expressly set forth in this Agreement, Seller provides and Customer receives no warranties, express or implied, statutory, or otherwise and Seller specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**20. Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of Seller in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**21. 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 Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

**22. Miscellaneous:** Buyer may not assign this contract without Seller's consent. This contract is governed by Pennsylvania State law and can only be amended in writing. This Contract is the entire understanding between Buyer and Seller: no oral statement is effective. Seller may sell, transfer, pledge, or assign the accounts, revenue, or proceeds hereof, in connection with any financial or non-financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. In the event this Agreement is assigned to a different Buyer with the Consent of the Seller, and Buyer is assigned a new customer account number through the LDC, then Seller takes no responsibility for a brief disruption of service as it is expected in such circumstances. In the event that customer terminates this contract during the term mentioned on this contract, customer will be liable for early termination fee. This early termination fee will be calculated by taking the difference of the contract price per dekatherm and the current market rate, which will then be multiplied by the remaining balance of dekatherm left until the end of the contract. (current market rate will be negotiated by seller).

This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understanding and representations by and between the parties are superseded by this Agreement.

Light Power and Gas of PJ Initial \_\_\_\_\_

Buyers Initial \_\_\_\_\_

## The Pennsylvania Utility Commission

### Your Rights as an Energy Services Company Customer ESCO Consumers 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 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 agreement;
  - Terms for renewal of the agreement;
  - Cancellation process and any yearly termination fees, which are limited by law; and
  - Conditions, if any, under which the ESCO guarantee cost savings.
- Rescind 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.