



March 12, 2021

Hon. Michelle L. Phillips  
Secretary to the Commission  
New York State Public Service Commission  
Empire State Plaza  
Agency Building 3  
Albany, New York 12223-1350

**RE: Matter No. 19-02972 - Revised ESCO Eligibility Filing**

Dear Secretary Phillips,

Attached, please find our revisions for the REDACTED Revised ESCO Eligibility Filing for your review and consideration.

Please be advised that we have also filed separately with the Records Access Officer for Trade Secret Protection and therein attached the un-redacted Triennial Compliance Filing.

Upon review should you have any questions, or require anything additional, please do not hesitate to contact me at 646-280-8997 or at [fferreira@paylessenergyllc.com](mailto:fferreira@paylessenergyllc.com).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "FM Ferreira".

Fernanda Ferreira  
Executive Director



March 12, 2021

Jessica Vigars  
Records Access Officer  
NYS Department of Public Service  
Empire State Plaza - Agency Building 3  
Albany, New York 12223-1350

**RE: Matter No. 19-02972 - Revised ESCO Eligibility Filing**  
**Request for Confidentially – Trade Secret**

Dear Records Access Officer,

Payless Energy, LLC respectfully requests that the information in the attached Document be treated by the Commission and the Department of Public Service as trade secret information and confidential commercial information pursuant to Public Officers Law § 87(2)(d) and 89(5)(a)(1), and the Commission's implementing regulation, 16 NYCRR § 6-1.3. The information in these documents, if made publicly available, would likely cause substantial injury to the competitive position of Payless Energy, LLC. Accordingly, we respectfully request that the attached documents be treated as confidential trade secret information and afforded all of the protections against public disclosure available for such information, as provided by law.

Thank you for your assistance in this matter. If you require any further information, please feel free to contact me at 646-280-8997 or by email at [fferreira@paylessenergyllc.com](mailto:fferreira@paylessenergyllc.com).

Respectfully submitted,

Fernanda Ferreira  
Executive Director



1451 West Avenue – Unit#503  
Bronx NY 10462  
Phone: 1-866-753-3242

Date:-

**NON-RESIDENTIAL ELECTRIC SUPPLY  
SALES AGREEMENT**

<b>Customer Name on the Account</b>	
<b>Contact Name</b>	
<b>Phone</b>	
<b>Mailing Address</b>	
<b>Utility Name</b>	
<b>Utility Account Number</b>	

<b>Product</b>	100% of the energy provided by Pay Less Energy under this agreement shall be derived from renewable energy sources
<b>Price Plan / Rate</b>	Fixed
<b>How price is determined</b>	<p>Percentage of Renewable Energy: _____ % of total usage Renewable Energy Fixed Price _____ Per kWh</p> <p>Electric 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 (ESCO)'s costs, expenses and margins.</p>
<b>Term of Agreement / Agreement End Date</b>	24 Months
<b>Customer Rescind Process</b>	Residential customer may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty. All customers may cancel this Agreement within ten (10) business days of enrollment without penalty
<b>Termination Procedures</b>	You may cancel this Agreement prior to its expiration; however you will be charged an early termination fee described below. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death.
<b>Early Termination Fee</b>	\$100 per Meter/Account
<b>Late Payments</b>	Late fees are calculated and billed by the local utility.
<b>Agreement Renewal</b>	<p>Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with renewable electricity product and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.</p>
<b>Guaranteed Savings</b>	None



## Terms and Conditions

**1. Agreement to Sell and Purchase Electricity** - This is an Agreement between Payless Energy LLC. And the undersigned customer under which Customer shall initiate Electricity service and begin enrollment with Payless Energy LLC. Subject to the terms and conditions of this Agreement, Payless Energy LLC agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of Renewable Electricity as estimated by Payless Energy LLC, necessary to meet Customer's requirements based upon consumption data obtained by Payless Energy LLC or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of Electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained Payless Energy LLC or the LDC's delivery schedule. The LDC will continue to deliver the Electricity supplied by Payless Energy LLC.

**2. Customer Acknowledgements – Customer acknowledges the following:**

That any sales representative with whom Customer has spoken represents Payless Energy LLC and is not from the Utility. Payless Energy LLC is a retail marketer of Electricity and not my local distribution utility That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; That your Utility will continue to deliver your Electricity, read your meters, send your bills and make repairs. Utility will also respond to emergencies and will provide other Traditional utility services That it is not mandatory to choose a competitive supplier, and you may continue to have the Utility supply your Electricity/ (or Both); and That you have received the ESCO Consumers Bill of Rights.

**3. Term**– Payless Energy LLC will begin supplying my electricity (Renewable Product) on the next applicable Meter read date after the Utility processes my enrollment and shall continue for 24 months thereafter (the "Initial Term"). At least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement.

**4. Price** - Each month the bills will be calculated by multiplying (i) The cost of renewable electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the Utility for distribution and other services. This price may be higher or lower than the Utility's price in any given month. This is a Fixed Price plan, the price per kwh for electricity is indicated in the Disclosure Statement above, and is guaranteed not to change for the initial Term agreed upon.

**5. 100% Renewable Energy Program**–Your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators; or by making Alternative Compliance Payments to NYSERDA.

**6. Renewal**–This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy LLC is deemed effective by the LDC, and shall continue for 24 months thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with renewable electricity product and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. Customer shall have 3 business days From receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees

**7. Billing and Payment** - Customer will receive a single bill for both commodity and delivery costs from the LDC (Utility) Failure to make full payment of Payless Energy LLC charges due on any consolidated bill prepared by the LDC (Utility) for Payless Energy LLC will be grounds for Disconnection of utility services and commodity supply service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service under 16 NYCRR Section 13.3.

**8. Delivery Point and Title** – All Electricity / (or Both) sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity.



**9. Consumer Protections** - The services provided by Pay Less 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 HEFPA for residential customers. Pay Less Energy LLC 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 Pay Less Energy LLC. A residential 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 Pay Less Energy LLC at 1-866-753-3242 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/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)

**10. Termination** – The customer may cancel this agreement within 3 business days of receipt of this agreement (the "Rescission Period") without penalty or cancellation fee by calling Payless Energy LLC at 1-866-753-3242 or by sending an email to: [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com). If cancelled after this period an early termination fee of \$100 per commodity/meter will be applicable. The service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, the customer may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death. If Pay Less Energy LLC terminates this agreement for any reason, a notice detailing the same shall be mailed at least 15 days prior returning the services to the utility company.

**11. Contact Us** - You may contact Payless Energy LLC Customer Service Department at 1-866-753-3242 between 10:00 a.m. – 06:00 p.m. EST Monday–Friday. Hours subject to change. You may write to us at: Payless Energy LLC, 1451 West Avenue – Unit #503, Bronx, NY, 10462, or e-mail us at [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com).

**12. Limitation of Liability and Warranty** – Payless Energy LLC will not be responsible for any type of special, consequential, or punitive damages what so ever. Payless Energy LLC does not give any type of warranty, express or implied, and to the full extent of the law, disclaims any warranty of merchant ability or fitness for a particular purpose.

**13. Force Majeure** – Payless Energy LLC will not be responsible for supplying Electricity to customer in the event of circumstances beyond its control such as Events of Force Majeure as defined by the Utility or any transmitting or transportation entity, act of terrorism, sabotage, or acts of God.

**14. Dispute Resolution** – The services provided by Pay Less 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) (for residential customers). In the event of a billing dispute or a disagreement involving Pay Less Energy LLC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less Energy LLC by telephone or in writing as provided above. 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

**15. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Payless Energy LLC's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Payless Energy LLC, or any other approved ESCO or Other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

**16. Governing Law**- This Agreement is governed by the laws of New York State. 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 here under. If at some future date there is a change in any law, rule, regulation or pricing structure where by Payless Energy LLC is prevented, prohibited or Frustrated from carrying out the terms of the Agreement, at its sole discretion Payless Energy LLC shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.



**17. Information Release Authorization** - You authorize Payless Energy LLC to obtain Information from the Utility including, but not limited to, Account Name, Account Number, Billing Address, Service Address, Telephone Number, Standard Offer Service Type, Historical and Future Electricity and Usage, Rate Classification, Meter Readings, Characteristics of Electricity and service and, when charges under this agreement are included on my Utility Bill, Billing and Payment Information from the Utility. Also you authorize Payless Energy LLC to release that information to third parties who need to use or be aware of such information in connection with my Electric and/or generation Service, as well as to its affiliates and subcontractors for marketing purposes. These Authorizations shall remain in effect as long as this agreement (including any renewal) is in Effect. You may rescind these authorizations at anytime by either calling Payless Energy LLC at 1-866-753-3242 or providing written notice to Payless Energy LLC. Payless Energy LLC Reserves the right to reject your enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by Payless Energy LLC, or if you fail to meet minimum or maximum threshold Electricity / consumption levels as determined by Payless Energy LLC. Payless Energy LLC reserves the right to cancel this agreement on 15 calendar days' notice in the event you rescind such Authorization.

**18. Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

**19. Severability** - 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.

**20. Electricity / Emergency** - In the event of an Electricity emergency or service Interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below.

<b>Consolidated Edison</b> <b>1-800-752-6633</b> <b>National Grid Long Island</b> <b>1-800-490-0045</b> <b>National Grid New York</b> <b>1-800-892-2345</b> <b>Rochester &amp; Electric</b> <b>1-800-743-1701</b>	<b>New York State Electric &amp; Gas</b> <b>1-800-572-1131</b> <b>Orange and Rockland</b> <b>1-877-434-4100</b> <b>Central Hudson</b> <b>1-800-527-2714</b>	
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**21. You will promptly notify Payless Energy LLC** if there are any material changes in your Energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable, with respect to customer obligations under this agreement. This agreement and the Enrollment Form reflect your entire agreement with Payless Energy LLC and will supersede any oral or written statements made in connection with this agreement or your Electricity / Supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your utility switches your Electricity / supply to Payless Energy LLC; Payless Energy LLC is not responsible for any such delays. You may not assign your interests and obligations under this agreement without the express written consent of Payless Energy LLC. Payless Energy LLC may sell, transfer, pledge, or assign the accounts, revenues, or Proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if Mailed to the appropriate party,



## 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 (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 enrolment 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 Consumers 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 [www.dps.ny.gov/resright.html](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. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

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



1451 West Avenue – Unit#503  
Bronx NY 10462  
Phone: 1-866-753-3242

Date:-

**RESIDENTIAL ELECTRIC SUPPLY  
SALES AGREEMENT**

<b>Customer Name on the Account</b>	
<b>Contact Name</b>	
<b>Phone</b>	
<b>Mailing Address</b>	
<b>Utility Name</b>	
<b>Utility Account Number</b>	

<b>Product</b>	100% of the energy provided by Pay Less Energy under this agreement shall be derived from renewable energy sources
<b>Price Plan / Rate</b>	Fixed
<b>How price is determined</b>	<p>Percentage of Renewable Energy: _____ % of total usage Renewable Energy Fixed Price _____ Per kWh</p> <p>Electric 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 (ESCO)'s costs, expenses and margins.</p>
<b>Term of Agreement / Agreement End Date</b>	24 Months
<b>Customer Rescind Process</b>	Residential customer may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty. All customers may cancel this Agreement within ten (10) business days of enrollment without penalty
<b>Termination Procedures</b>	You may cancel this Agreement prior to its expiration; however you will be charged an early termination fee described below. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death.
<b>Early Termination Fee</b>	\$50 per Meter/Account
<b>Late Payments</b>	Late fees are calculated and billed by the local utility.
<b>Agreement Renewal</b>	<p>Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with renewable electricity product and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.</p>
<b>Guaranteed Savings</b>	None





## Terms and Conditions

**1. Agreement to Sell and Purchase Electricity** - This is an Agreement between Payless Energy LLC. And the undersigned customer under which Customer shall initiate Electricity service and begin enrollment with Payless Energy LLC. Subject to the terms and conditions of this Agreement, Payless Energy LLC agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of Renewable Electricity as estimated by Payless Energy LLC, necessary to meet Customer's requirements based upon consumption data obtained by Payless Energy LLC or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of Electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained Payless Energy LLC or the LDC's delivery schedule. The LDC will continue to deliver the Electricity supplied by Payless Energy LLC.

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**4. Price** - Each month the bills will be calculated by multiplying (i) The cost of renewable electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the Utility for distribution and other services. This price may be higher or lower than the Utility's price in any given month. This is a Fixed Price plan, the price per kwh for electricity is indicated in the Disclosure Statement above, and is guaranteed not to change for the initial Term agreed upon.

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**6. Renewal**–This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy LLC is deemed effective by the LDC, and shall continue for 24 months thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with renewable electricity product and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. Customer shall have 3 business days From receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees

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**8. Delivery Point and Title** – All Electricity / (or Both) sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity.



**9. Consumer Protections** - The services provided by Pay Less 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 HEFPA for residential customers. Pay Less Energy LLC 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 Pay Less Energy LLC. A residential 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 Pay Less Energy LLC at 1-866-753-3242 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/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)

**10. Termination** – The customer may cancel this agreement within 3 business days of receipt of this agreement (the "Rescission Period") without penalty or cancellation fee by calling Payless Energy LLC at 1-866-753-3242 or by sending an email to: [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com). If cancelled after this period an early termination fee of \$50 per commodity/meter will be applicable. The service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, the customer may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death. If Pay Less Energy LLC terminates this agreement for any reason, a notice detailing the same shall be mailed at least 15 days prior returning the services to the utility company.

**11. Contact Us** - You may contact Payless Energy LLC Customer Service Department at 1-866-753-3242 between 10:00 a.m. – 06:00 p.m. EST Monday–Friday. Hours subject to change. You may write to us at: Payless Energy LLC, 1451 West Avenue – Unit #503, Bronx, NY, 10462, or e-mail us at [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com).

**12. Limitation of Liability and Warranty** – Payless Energy LLC will not be responsible for any type of special, consequential, or punitive damages what so ever. Payless Energy LLC does not give any type of warranty, express or implied, and to the full extent of the law, disclaims any warranty of merchant ability or fitness for a particular purpose.

**13. Force Majeure** – Payless Energy LLC will not be responsible for supplying Electricity to customer in the event of circumstances beyond its control such as Events of Force Majeure as defined by the Utility or any transmitting or transportation entity, act of terrorism, sabotage, or acts of God.

**14. Dispute Resolution** – The services provided by Pay Less 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)(for residential customers). In the event of a billing dispute or a disagreement involving Pay Less Energy LLC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less Energy LLC by telephone or in writing as provided above. 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

**15. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Payless Energy LLC's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Payless Energy LLC, or any other approved ESCO or Other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

**16. Governing Law**- This Agreement is governed by the laws of New York State. 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 here under. If at some future date there is a change in any law, rule, regulation or pricing structure where by Payless Energy LLC is prevented, prohibited or Frustrated from carrying out the terms of the Agreement, at its sole discretion Payless Energy LLC shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.



**17. Information Release Authorization** - You authorize Payless Energy LLC to obtain Information from the Utility including, but not limited to, Account Name, Account Number, Billing Address, Service Address, Telephone Number, Standard Offer Service Type, Historical and Future Electricity and Usage, Rate Classification, Meter Readings, Characteristics of Electricity and service and, when charges under this agreement are included on my Utility Bill, Billing and Payment Information from the Utility. Also you authorize Payless Energy LLC to release that information to third parties who need to use or be aware of such information in connection with my Electric and/or generation Service, as well as to its affiliates and subcontractors for marketing purposes. These Authorizations shall remain in effect as long as this agreement (including any renewal) is in Effect. You may rescind these authorizations at anytime by either calling Payless Energy LLC at 1-866-753-3242 or providing written notice to Payless Energy LLC. Payless Energy LLC Reserves the right to reject your enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by Payless Energy LLC, or if you fail to meet minimum or maximum threshold Electricity / consumption levels as determined by Payless Energy LLC. Payless Energy LLC reserves the right to cancel this agreement on 15 calendar days' notice in the event you rescind such Authorization.

**18. Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

**19. Severability** - 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.

**20. Electricity / Emergency** - In the event of an Electricity emergency or service Interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below.

<b>Consolidated Edison</b> <b>1-800-752-6633</b> <b>National Grid Long Island</b> <b>1-800-490-0045</b> <b>National Grid New York</b> <b>1-800-892-2345</b> <b>Rochester &amp; Electric</b> <b>1-800-743-1701</b>	<b>New York State Electric &amp; Gas</b> <b>1-800-572-1131</b> <b>Orange and Rockland</b> <b>1-877-434-4100</b> <b>Central Hudson</b> <b>1-800-527-2714</b>	
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**21. You will promptly notify Payless Energy LLC** if there are any material changes in your Energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable, with respect to customer obligations under this agreement. This agreement and the Enrollment Form reflect your entire agreement with Payless Energy LLC and will supersede any oral or written statements made in connection with this agreement or your Electricity / Supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your utility switches your Electricity / supply to Payless Energy LLC; Payless Energy LLC is not responsible for any such delays. You may not assign your interests and obligations under this agreement without the express written consent of Payless Energy LLC. Payless Energy LLC may sell, transfer, pledge, or assign the accounts, revenues, or Proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if Mailed to the appropriate party,



## 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 (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 enrolment 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 Consumers 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 [www.dps.ny.gov/resright.html](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. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

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



1451 West Avenue – Unit#503  
Bronx NY 10462  
Phone: 1-866-753-3242

Date:-

**NON-RESIDENTIAL GAS SUPPLY  
SALES AGREEMENT**

<b>Customer Name on the Account</b>	
<b>Contact Name</b>	
<b>Phone</b>	
<b>Mailing Address</b>	
<b>Utility Name</b>	
<b>Utility Account Number</b>	

Product / Price	Fixed Rate with Price Cap Gas Fixed Price Per/Therm
How price is determined	Fixed-rate products are limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5%.
Term of Agreement / Agreement End Date	
Customer Rescind Process	Residential customer may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty. All customers may cancel this Agreement within ten (10) business days of enrollment without penalty
Termination Procedures	You may cancel this Agreement prior to its expiration; however you will be charged an early termination fee described below. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death.
Early Termination Fee	\$100 per Meter/Account
Late Payments	Late fees are calculated and billed by the local utility.
Agreement Renewal	Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with a price cap of 5% against the utility's trailing 12 months average price and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer' express consent to accept the renewal offer. In event of non-receipt of an express consent, the customer shall be switched back to the Utility company of no response or non-receipt of an express consent, the customer shall be Utility company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.
Guaranteed Savings	None



## Terms and Conditions

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

**2. Customer Acknowledgements – Customer acknowledges the following:**

That any sales representative with whom Customer has spoken represents Payless Energy LLC and is not from the Utility. Payless Energy LLC is a retail marketer of Gas and not my local distribution utility That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; That your Utility will continue to deliver your Gas, read your meters, send your bills and make repairs. Utility will also respond to emergencies and will provide other Traditional utility services That it is not mandatory to choose a competitive supplier, and you may continue to have the Utility supply your Gas/ (or Both); and That you have received the PAY LESS ENERGY LLC Consumers Bill of Rights.

**3. Term– Fixed Rate with Price Cap:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to (ESCO) is deemed effective by the LDC; and shall continue for XX months. thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC 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. In event of no response to the notice and / or no contact established with the customer support team, the account will be switched back to the utility company post expiration of the initial contract term. An ESCO must receive customer's express consent to accept a new offer.

**4. Price** -The price for all natural gas sold under this Agreement shall be a fixed-rate product limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5% per dth plus, in each case, all applicable taxes. This is a Fixed Price plan with a price cap, the price per Therm for Gas is indicated in the Disclosure Statement above, and is guaranteed not to change for the initial Term agreed upon.

**6. Renewal**– This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy LLC is deemed effective by the LDC, and shall continue for 24 months thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with a price cap of 5% against the utility's trailing 12 months average price and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive the customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. In event of non-receipt of an express consent, the customer shall be Utility Company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.

**7. Billing and Payment** - Customer will receive a single bill for both commodity and delivery costs from the LDC (Utility) Failure to make full payment of Payless Energy LLC charges due on any consolidated bill prepared by the LDC (Utility) for Payless Energy LLC will be grounds for Disconnection of utility services and commodity supply service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service under 16NYCRR Section 13.3.

**8. Delivery Point and Title** –All Gas / (or Both) sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of Gas.



**9. Consumer Protections** - The services provided by Pay Less 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 HEFPA for residential customers. Pay Less Energy LLC 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 Pay Less Energy LLC. A residential 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 Pay Less Energy LLC at 1-866-753-3242 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/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)

**10. Termination** –The customer may cancel this agreement within 3 business days of receipt of this agreement (the "Rescission Period") without penalty or cancellation fee by calling Payless Energy LLC at 1-866-753-3242 or by sending an email to: [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com) .If cancelled after this period an early termination fee of \$100 per commodity/meter will be applicable. The service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, the customer may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death. If Pay Less Energy LLC terminates this agreement for any reason, a notice detailing the same shall be mailed at least 15 days prior returning the services to the utility company.

**11. Contact Us** - You may contact Payless Energy LLC Customer Service Department at 1-866-753-3242 between 10:00 a.m. – 06:00 p.m. EST Monday–Friday. Hours subject to change. You may write to us at: Payless Energy LLC, 1451 West Avenue – Unit #503, Bronx, NY, 10462, or e-mail us at [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com).

**12. Limitation of Liability and Warranty** –Payless Energy LLC will not be responsible for any type of special, consequential, or punitive damages what so ever. Payless Energy LLC does not give any type of warranty, express or implied, and to the full extent of the law, disclaims any warranty of merchant ability or fitness for a particular purpose.

**13. Force Majeure** –Payless Energy LLC will not be responsible for supplying Electricity to customer in the event of circumstances beyond its control such as Events of Force Majeure as defined by the Utility or any transmitting or transportation entity, act of terrorism, sabotage, or acts of God.

**14. Dispute Resolution** –The services provided by Pay Less 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)(for residential customers). In the event of a billing dispute or a disagreement involving Pay Less Energy LLC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less Energy LLC by telephone or in writing as provided above. 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

**15. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Payless Energy LLC's prior written consent. We may, without your consent : ( a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Payless Energy LLC, or any other approved ESCO or Other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

**16. Governing Law**- This Agreement is governed by the laws of New York State. 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 here under. If at some future date there is a change in any law, rule, regulation or pricing structure where by Payless Energy LLC is prevented, prohibited or Frustrated from carrying out the terms of the Agreement, at its sole discretion Payless Energy LLC shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.





**17. Information Release Authorization** - You authorize Payless Energy LLC to obtain Information from the Utility including, but not limited to, Account Name, Account Number, Billing Address, Service Address, Telephone Number, Standard Offer Service Type, Historical and Future Electricity and Usage, Rate Classification, Meter Readings, Characteristics of Electricity and service and, when charges under this agreement are included on my Utility Bill, Billing and Payment Information from the Utility.

Also you authorize Payless Energy LLC to release that information to third parties who need to use or be aware of such information in connection with my Electric and/or generation Service, as well as to its affiliates and subcontractors for marketing purposes. These Authorizations shall remain in effect as long as this agreement (including any renewal) is in Effect. You may rescind these authorizations at anytime by either calling Payless Energy LLC at 1-866-753-3242 or providing written notice to Payless Energy LLC. Payless Energy LLC Reserves the right to reject your enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by Payless Energy LLC, or if you fail to meet minimum or maximum threshold Electricity / consumption levels as determined by Payless Energy LLC. Payless Energy LLC reserves the right to cancel this agreement on 15 calendar days' notice in the event you rescind such Authorization.

**18. Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

**19. Severability** - 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.

**20. Electricity / Emergency** - In the event of an Electricity emergency or service Interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below.

<b>Consolidated Edison</b> <b>1-800-752-6633</b> <b>National Grid Long Island</b> <b>1-800-490-0045</b> <b>National Grid New York</b> <b>1-800-892-2345</b> <b>Rochester &amp; Electric</b> <b>1-800-743-1701</b>	<b>New York State Electric &amp;</b> <b>800-572-1131</b> <b>Orange and Rockland1-</b> <b>877-434-4100</b> <b>Central Hudson</b> <b>1-800-527-2714</b>	
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**21. You will promptly notify Payless Energy LLC** if there are any material changes in your Energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable, with respect to customer obligations under this agreement. This agreement and the Enrollment Form reflect your entire agreement with Payless Energy LLC and will supersede any oral or written statements made in connection with this agreement or your Electricity / Supply. Any changes to this agreement must be made in writing. This agreement is subject to Any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your utility switches your Electricity / supply to Payless Energy LLC; Payless Energy LLC is not responsible for any such delays. You may not assign your interests and obligations under this agreement without the express written consent of Payless Energy LLC. Payless Energy LLC may sell, transfer, pledge, or assign the accounts, revenues, or Proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if Mailed to the appropriate party





## 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 (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 enrolment 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 Consumers 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 [www.dps.ny.gov/resright.html](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. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

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



1451 West Avenue – Unit#503  
Bronx NY 10462  
Phone: 1-866-753-3242

Date:-

**RESIDENTIAL GAS SUPPLY  
SALES AGREEMENT**

<b>Customer Name on the Account</b>	
<b>Contact Name</b>	
<b>Phone</b>	
<b>Mailing Address</b>	
<b>Utility Name</b>	
<b>Utility Account Number</b>	

Product / Price	Fixed Rate with Price Cap Gas Fixed Price Per/Therm
How price is determined	Fixed-rate products are limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5%.
Term of Agreement / Agreement End Date	
Customer Rescind Process	Residential customer may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty. All customers may cancel this Agreement within ten (10) business days of enrollment without penalty
Termination Procedures	You may cancel this Agreement prior to its expiration; however you will be charged an early termination fee described below. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death.
Early Termination Fee	\$50 per Meter/Account
Late Payments	Late fees are calculated and billed by the local utility.
Agreement Renewal	Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with a price cap of 5% against the utility's trailing 12 months average price and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive customer' express consent to accept the renewal offer. In event of non-receipt of an express consent, the customer shall be switched back to the Utility company of no response or non-receipt of an express consent, the customer shall be Utility company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.
Guaranteed Savings	None



## Terms and Conditions

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

**2. Customer Acknowledgements – Customer acknowledges the following:**

That any sales representative with whom Customer has spoken represents Payless Energy LLC and is not from the Utility. Payless Energy LLC is a retail marketer of Gas and not my local distribution utility That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; That your Utility will continue to deliver your Gas, read your meters, send your bills and make repairs. Utility will also respond to emergencies and will provide other Traditional utility services That it is not mandatory to choose a competitive supplier, and you may continue to have the Utility supply your Gas/ (or Both); and That you have received the PAY LESS ENERGY LLC Consumers Bill of Rights.

**3. Term– Fixed Rate with Price Cap:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to (ESCO) is deemed effective by the LDC; and shall continue for XX months. thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC 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. In event of no response to the notice and / or no contact established with the customer support team, the account will be switched back to the utility company post expiration of the initial contract term. An ESCO must receive customer's express consent to accept a new offer.

**4. Price** -The price for all natural gas sold under this Agreement shall be a fixed-rate product limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5% per dth plus, in each case, all applicable taxes. This is a Fixed Price plan with a price cap, the price per Therm for Gas is indicated in the Disclosure Statement above, and is guaranteed not to change for the initial Term agreed upon.

**6. Renewal**– This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy LLC is deemed effective by the LDC, and shall continue for 24 months thereafter (the "Initial Term"). Prior to the expiration of the contract term, at least 30 days and no more than 60 days prior to the renewal date, Pay Less Energy LLC will notify Customer in writing of the terms of renewal of this Agreement on a Fix rate plan with a price cap of 5% against the utility's trailing 12 months average price and of the Customer's right to renew, renegotiate or reject the renewal offer. Pay Less Energy LLC must receive the customer's express consent to accept the renewal offer. In event of no response or non-receipt of an express consent, the customer shall be switched back to the utility company. In event of non-receipt of an express consent, the customer shall be Utility Company. Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal agreement without early termination fees.

**7. Billing and Payment** - Customer will receive a single bill for both commodity and delivery costs from the LDC (Utility) Failure to make full payment of Payless Energy LLC charges due on any consolidated bill prepared by the LDC (Utility) for Payless Energy LLC will be grounds for Disconnection of utility services and commodity supply service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service under 16NYCRR Section 13.3.

**8. Delivery Point and Title** –All Gas / (or Both) sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of Gas.



**9. Consumer Protections** - The services provided by Pay Less 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 HEFPA for residential customers. Pay Less Energy LLC 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 Pay Less Energy LLC. A residential 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 Pay Less Energy LLC at 1-866-753-3242 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/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)

**10. Termination** –The customer may cancel this agreement within 3 business days of receipt of this agreement (the "Rescission Period") without penalty or cancellation fee by calling Payless Energy LLC at 1-866-753-3242 or by sending an email to: [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com) .If cancelled after this period an early termination fee of \$50 per commodity/meter will be applicable. The service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, the customer may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death. If Pay Less Energy LLC terminates this agreement for any reason, a notice detailing the same shall be mailed at least 15 days prior returning the services to the utility company.

**11. Contact Us** - You may contact Payless Energy LLC Customer Service Department at 1-866-753-3242 between 10:00 a.m. – 06:00 p.m. EST Monday–Friday. Hours subject to change. You may write to us at: Payless Energy LLC, 1451 West Avenue – Unit #503, Bronx, NY, 10462, or e-mail us at [support@paylessenergyllc.com](mailto:support@paylessenergyllc.com).

**12. Limitation of Liability and Warranty** –Payless Energy LLC will not be responsible for any type of special, consequential, or punitive damages what so ever. Payless Energy LLC does not give any type of warranty, express or implied, and to the full extent of the law, disclaims any warranty of merchant ability or fitness for a particular purpose.

**13. Force Majeure** –Payless Energy LLC will not be responsible for supplying Electricity to customer in the event of circumstances beyond its control such as Events of Force Majeure as defined by the Utility or any transmitting or transportation entity, act of terrorism, sabotage, or acts of God.

**14. Dispute Resolution** –The services provided by Pay Less 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)(for residential customers). In the event of a billing dispute or a disagreement involving Pay Less Energy LLC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less Energy LLC by telephone or in writing as provided above. 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

**15. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Payless Energy LLC's prior written consent. We may, without your consent : ( a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Payless Energy LLC, or any other approved ESCO or Other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

**16. Governing Law**- This Agreement is governed by the laws of New York State. 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 here under. If at some future date there is a change in any law, rule, regulation or pricing structure where by Payless Energy LLC is prevented, prohibited or Frustrated from carrying out the terms of the Agreement, at its sole discretion Payless Energy LLC shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.



**17. Information Release Authorization** - You authorize Payless Energy LLC to obtain Information from the Utility including, but not limited to, Account Name, Account Number, Billing Address, Service Address, Telephone Number, Standard Offer Service Type, Historical and Future Electricity and Usage, Rate Classification, Meter Readings, Characteristics of Electricity and service and, when charges under this agreement are included on my Utility Bill, Billing and Payment Information from the Utility.

Also you authorize Payless Energy LLC to release that information to third parties who need to use or be aware of such information in connection with my Electric and/or generation Service, as well as to its affiliates and subcontractors for marketing purposes. These Authorizations shall remain in effect as long as this agreement (including any renewal) is in Effect. You may rescind these authorizations at anytime by either calling Payless Energy LLC at 1-866-753-3242 or providing written notice to Payless Energy LLC. Payless Energy LLC Reserves the right to reject your enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by Payless Energy LLC, or if you fail to meet minimum or maximum threshold Electricity / consumption levels as determined by Payless Energy LLC. Payless Energy LLC reserves the right to cancel this agreement on 15 calendar days' notice in the event you rescind such Authorization.

**18. Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

**19. Severability** - 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.

**20. Electricity / Emergency** - In the event of an Electricity emergency or service Interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below.

<b>Consolidated Edison</b> <b>1-800-752-6633</b> <b>National Grid Long Island</b> <b>1-800-490-0045</b> <b>National Grid New York</b> <b>1-800-892-2345</b> <b>Rochester &amp; Electric</b> <b>1-800-743-1701</b>	<b>New York State Electric &amp;</b> <b>800-572-1131</b> <b>Orange and Rockland1-</b> <b>877-434-4100</b> <b>Central Hudson</b> <b>1-800-527-2714</b>	
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**21. You will promptly notify Payless Energy LLC** if there are any material changes in your Energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable, with respect to customer obligations under this agreement. This agreement and the Enrollment Form reflect your entire agreement with Payless Energy LLC and will supersede any oral or written statements made in connection with this agreement or your Electricity / Supply. Any changes to this agreement must be made in writing. This agreement is subject to Any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your utility switches your Electricity / supply to Payless Energy LLC; Payless Energy LLC is not responsible for any such delays. You may not assign your interests and obligations under this agreement without the express written consent of Payless Energy LLC. Payless Energy LLC may sell, transfer, pledge, or assign the accounts, revenues, or Proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if Mailed to the appropriate party



## 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 (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 enrolment 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 Consumers 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 [www.dps.ny.gov/resright.html](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. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

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



**PAYLESS**  
ENERGY

TPV Script\_Gas (Fix Price With 5%Cap)

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ENERGY

TPV Script\_Gas (Fix Price With 5%Cap)

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**PAYLESS**  
ENERGY

TPV Script\_Electric(Fix Price Renewable Energy)

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