



# YOUR POWER TO CHOOSE.

Signing Date: \_\_\_\_\_

**Customer Information:**

Customer Name \_\_\_\_\_

Residential  Commercial

Address \_\_\_\_\_

Utility Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_

Account Name \_\_\_\_\_

Service/Rate Class \_\_\_\_\_

Utility Account # \_\_\_\_\_

Are you on a Tax Exempt? Yes  No

E-Mail \_\_\_\_\_

Gas  Electric  Are you on a budget? Yes  No

## CUSTOMER DISCLOSURE STATEMENT ESCO Consumer Bill of Rights

**NCVOA:** The price is variable, there will be an 8% discount on the National Grid, Long Island monthly posted price.

**How price is determined:**

Electric Fixed Price \_\_\_\_\_per/kWh

Gas Fixed Price \_\_\_\_\_Dth

Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. *Index price is described in Section 3 of this Agreement*

**Length of the agreement and end date**

See Section 2 - Term.

**Process customer may use to rescind the agreement without penalty**

*A residential Customer may rescind by calling the toll free number within 3 business days of receipt of the sales agreement.*

**Amount of Early Termination Fee and method of calculation**

See Section 3-Pricing, Billing and Termination.

**Amount of Late Payment Fee and method of calculation**

1.5% per month on overdue balances

**Provisions for renewal of the agreement**

See Section 2 - Term.

### Your Rights as an Energy Services Company Consumer

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 the agreement; terms for renewal of the agreement; cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings. Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer. A description of how pre-payment agreements work, if offered. Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer. A fair and timely complaint resolution process. Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer. If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.state.ny.us/resright.html>.

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

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

## PLEASE READ, SIGN AND RETURN THIS AGREEMENT TO EAST COAST POWER AND GAS, LLC

East Coast Power and Gas, LLC  
  
Signed \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

Customer  
  
Signed \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

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

**2. Term.** For Variable Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to East is deemed effective by the LDC, and shall continue for 30 days thereafter (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the “Renewal Term”). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

For Fixed Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to East is deemed effective by the LDC, and shall continue for 12 months thereafter (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, East will notify Customer in writing of the terms of renewal of this Agreement and of the Customer’s right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or East may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a [ ] variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and East’s costs, expenses and margins; [ ] NYMEX plus \$\_\_\_\_\_ adder that varies each month or [ ] a fixed price of \_\_\_\_\_ per Dth plus, in each case, all applicable taxes. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which 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 East’s costs, expenses and margins; or [ ] a fixed price of \_\_\_\_\_ per kWh, plus in each case, all applicable taxes.

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year (“Base Load”) by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. If there is a material adverse change in the business or financial condition of Customer (as determined by East at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, East may terminate this Agreement upon 15 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if East terminates this Agreement due to Customer’s breach, the Customer shall pay East, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price

set forth in this Agreement and the calculation by East of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be no greater than \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months.

East will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either East or the LDC, or each of the LDC and East may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). East may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, East may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). Failure by a commercial customer to make full payment of East charges due on any consolidated bill prepared by the LDC for East will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of East. East 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.

**5. Information Release Authorization.** Customer authorizes East 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; 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 East 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 East. 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 East or by calling East at 1.800.545.9155. East reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**6. Consumer Protections.** The services provided by East to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. East 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 East. 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 East at 1.800.545.9155 or the DPS at 1-800-342-3377, 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.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

**7. Cancellation.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting East at 1.800.545.9155 or in writing. Customer is liable for all East charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter

reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agency-Gas.** Customer hereby designates East as agent to; (a) arrange and administer contracts and service agreements between Customer and East and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by East to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. East as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by East to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. East agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Agency-Electric:** Customer hereby designates East as agent to; (a) arrange and administer contracts and service agreements between Customer and East and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. East as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO East load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** Customer and East agree that title to, control of, and risk of loss to the natural gas supplied by East under this Agreement will transfer from East to Customer at the Sales Point(s).

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

**11. Force Majeure.** East will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but East does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of East ("Force Majeure Events") may result in interruptions in service. East will not be liable for any such interruptions caused by a Force Majeure Event, and East is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond East's control.

**12. Liability.** The remedy in any claim or suit by Customer against East will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either East or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the

cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. East Contact Information.** Customer may contact East's Customer Service Center at 1.800.545.9155, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to East at: East, 330 Sunrise Highway, Suite 220, Rockville Centre, N. Y. 11570..

**14. Dispute Resolution (Residential).** In the event of a billing dispute or a disagreement involving East's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact East 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.

**Dispute Resolution (Commercial).** In the event of a billing dispute or disagreement involving East's service, Customer should contact East's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**15. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**16. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on East's net income, shall be paid by Customer, and Customer agrees to indemnify East and hold East harmless from and against any and all such taxes.

**17. 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, East 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.

**18. Emergency Service.** 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 Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call East at: 1.800.545.9155.

**19. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and East have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.



