



## Electricity Sales Agreement – Residential

<b>Seller</b>	North Energy Power, LLC 1425 – 37th Street Brooklyn, NY 11218	Tel: 718-435-9100 Fax: 718-435-6500
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<b>Buyer</b>		Contact: _____ Tax ID: _____ Telephone: _____
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Total Accounts: \_\_\_\_\_

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

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

<b>Contract Type:</b>	Fixed
<b>Purchase Price:</b>	
<b>Length of agreement:</b>	From enrollment date. Based on the length of Fixed Price Contract (as shown above)
<b>Process customer may use to rescind the agreement without penalty</b>	A residential Customer may rescind by calling the toll-free number within 3 business days of receipt of the sales agreement.
<b>Amount of Early Termination Fee (“ETF”) and method of calculation</b>	There is no early termination fee associated with his agreement.
<b>Amount of Late Payment Fee and method of calculation</b>	1.5% per month on overdue balances.
<b>Provisions for renewal of the agreement</b>	Upon completion of the Initial Term, this Agreement will automatically renew on a month – to – month basis at the same terms.
<b>Bill Type:</b>	Consolidated
<b>Tax Exempt Status:</b>	Exempt    If exempt must attach certificate <input type="checkbox"/> Commercial <input type="checkbox"/> Residential
<b>Guaranteed Savings</b>	This agreement offers no guaranteed savings

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

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**For Seller: North Energy Power LLC**

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

\_\_\_\_\_  
Title

**For Buyer:**

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

\_\_\_\_\_  
Title



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## Electricity Sales Agreement – Residential

Name	Account Number	Account Address	Account City	Account Zip	Local Utility

North Energy Initial \_\_\_\_\_

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

# Terms and Conditions

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

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

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

**Pricing, Billing and Payment:** Seller will invoice Buyer for energy delivered to the LDC according to the consumption information that Seller receives from Buyer's LDC and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law. In a case where payments are continuously delinquent, Seller may, after fifteen (15) days written notice, suspend performance, but Buyer will still remain obligated under this contract. Buyer is also responsible for all costs and fees incurred in collecting payment. For fixed rate service if usage in any month exceeds the level of usage of the Base load by twenty five percent or more, then 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 twenty five percent or more below the Base Load, then the Customer will be charged the fixed rate price for all usage.

**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 North Energy Power at 1-718-435-9100 or in writing. Customer is liable for all North Energy Power 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.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of (ESCO). (ESCO) may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS with 30 days written notice to Customer.

**Information Release Authorization.** Customer authorizes North Energy Power to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by (ESCO) to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to North Energy Power. 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 North Energy Power or by calling North Energy Power at 1-718-435-9100. North Energy Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Energy Delivery:** Seller will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO

(the "Delivery Point"), at our sole cost and expense. Each utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay and Energy Imbalance Charges on account of such failure; except ant to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

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

**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, North Energy Power, LLC shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**Disputes:** The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Seller's service, the parties agree to use their best efforts to resolve and negotiate the dispute in good faith. For non-residential customers, the Department of Public Service will not resolve their disputes. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

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

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

**Contact Information.** Customer may contact North Energy Power's Customer Service Center at 1-718-435-9100, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to North Energy Power at: North Energy Power, LLC, 1425 – 37th Street Brooklyn, NY 11218.

**Consumer Protection:** You may obtain additional information by contacting Seller at 718-435-9100 or by contacting the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223 or at 1-888-697-7728 or through its website at <http://www.dps.ny.gov/>

**Emergency Service:** In the event of an energy emergency or service interruption, you should call emergency personnel or contact your Local Utility Company. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at 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 1-800-572-1131; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call (ESCO) at: 1-718-435-9100.

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

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

**Severance:** If any provision of this Agreement is held by a court or

regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

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

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

**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.

**Miscellaneous:** Buyer may not assign this contract without Seller's

consent. This contract is governed by New York State law and can only be amended in writing. This Contract is the entire understanding between Buyer and Seller: no oral statements are effective. Seller may sell, transfer, pledge, or assign the accounts, revenue, or proceeds hereof, in connection with any financial or non-financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions. In the event this Agreement is assigned to a different Buyer with the Consent of the Seller, and Buyer is assigned a new customer account number through the LDC, then Seller takes no responsibility for a brief disruption of service as it is expected in such circumstances. In the event that customer terminates this contract during the term mentioned on this contract, customer will be liable for early termination fee. This early termination fee will be calculated by taking the difference of the contract price per kWh and the current market rate, which will then be multiplied by the remaining balance of kWh left until the end of the contract. (current market rate will be negotiated by seller).

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

North Energy Power Initial \_\_\_\_\_

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