

**RESIDENTS ENERGY, LLC - Ohio Terms and Conditions - V.02092017 – ETF**

**1. AGREEMENT TO SELL AND PURCHASE ENERGY.** Residents Energy, LLC (“Residents Energy”) will provide competitive retail electric service and/or competitive retail natural gas service to you and agrees to sell, and you (also referred to herein as “Customer”), agree to purchase and accept, the quantity of electricity and/or natural gas necessary to meet your requirements, as estimated by Residents Energy based upon consumption data obtained by Residents Energy or the delivery schedule of the electric distribution utility (“EDU”) or natural gas distribution utility (“NGDU”), subject to the terms and conditions contained herein (this “Agreement”). Residents Energy is not affiliated with, and does not represent, the EDU or NGDU.

**2. INFORMATION RELEASE AUTHORIZATION.** Customer hereby authorizes the EDU and/or NGDU to release to Residents Energy, and authorizes Residents Energy to obtain from the EDU and/or NGDU and review, detailed information regarding Customer’s account including, but not limited to: account number; meter number; consumption history; billing determinants; payment history; credit information; public assistance status; and participation in utility low income discount programs. This information may be used by Residents Energy to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer’s execution of this Agreement shall constitute authorization for the release of this information to Residents Energy. This authorization will remain in effect during the Initial Term of this Agreement and any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Residents Energy or calling Residents Energy at 1.888.828.7374. Residents Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Residents Energy is prohibited from disclosing Customer’s social security number and/or account number(s) without Customer’s consent except for Residents Energy’s own collections and credit reporting, participation in programs funded by the universal service fund, or assigning a Customer contract to another competitive retail provider.

**3. PRICE.** For each monthly billing cycle, the price for the electricity and/or natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon variable or fixed rate for the electricity and/or natural gas, by (ii) the amount of electricity and/or natural gas consumed, as determined by the EDU/NGDU’s actual or estimated meter reads. If you have chosen a Variable Rate (ResiFlex) electric product, the rate for the electricity supplied pursuant to this Agreement will fluctuate at Residents Energy’s discretion. When setting rates, Residents Energy will consider numerous factors including, but not limited to, current conditions on the PJM wholesale electricity market, the cost of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, Residents Energy’s expenses and margins, and all applicable taxes, fees, or assessments. The rate may be higher or lower than the EDU’s rate in any particular month. There is no cap on the rate. If you have chosen a Variable Rate (ResiFlex) natural gas product, the rate for the natural gas supplied pursuant to this Agreement will fluctuate at Residents Energy’s discretion. When setting rates, Residents Energy will consider numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, Residents Energy’s expenses and margins and all applicable taxes, fees, or assessments. The rate may be higher or lower than the NGDU’s rate in any particular month. There is no cap on the rate.

If you have chosen a Fixed Rate (ResiSure) electric or natural gas product, the rate for the electricity and/or natural gas supplied pursuant to this Agreement during the Initial Term will be \_\_\_\_\_ per kwh for electric and/or \_\_\_\_\_ per ccf for natural gas, plus all applicable taxes, starting with your first date of service with Residents Energy and continuing for all bills issued within 12 months of that date. Your rate for electricity and/or natural gas, whether a variable rate or fixed rate, does not include the EDU’s and/or NGDU’s charges and fees.

**Rebates and Special Promotions:** From time-to-time Residents Energy may offer a rebate program or other similar promotion. Customer must be an active customer of Residents Energy, in good standing, at the time the rebate or other promotion is to be issued in order to be eligible to receive it. All rebate amounts advertised and presented to customers are estimates based upon prior electric or natural gas usage. Actual rebate amounts will be based on Customer’s actual usage over the term of this Agreement, which may vary from any estimate provided. Residents Energy will send any rebate or promotion payment to Customer at the address given to Residents Energy at the time of enrollment. It is the responsibility of Customer to notify Residents Energy of any changes to Customer’s billing address either by writing to Residents Energy at: PO Box 400, Jamestown, NY 14702 or by calling Residents Energy’s Customer Service Department at 1.888.828.7374. Residents Energy will send all rebates and promotional payments via the US Postal Service and is not responsible for invalid addresses or undelivered items.

**Green Supply Option:** If you have chosen a Variable Rate electric product and the Green Supply Option, your rate for the electricity supplied will be Residents Energy’s variable rate plus an “adder” of up to 3 cents per kWh. If you wish to cancel the Green Supply Option please call Residents Energy at 1.888.828.7374. If you have chosen a Fixed Rate (ResiSure) product with the Green Supply Option, the Option will no longer apply if the account renews on a variable rate pursuant to Section “6” below.

**4. BILLING AND PAYMENT.** You will normally receive one bill each month issued by your EDU or NGDU, or by Residents Energy if directed by you or the EDU or NGDU. Unless otherwise provided herein, payment terms are governed by the terms of the EDU or NGDU’s tariff if the EDU or NGDU issues the bill. The EDU or NGDU may offer a budget-billing option which may include Residents Energy’s portion of the bill. Failure to pay for electric or natural gas utility charges may result in Customer’ service being disconnected in accordance with the EDU or NGDU’s tariff. If Residents Energy issues the bill, payment of the full amount billed is due twenty-five (25) days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorneys’ fees and court costs, as allowed by law. All accounts, which are overdue, may be referred to a collection agency consistent with Ohio law. Your bill will be based on scheduled meter readings and/or estimates provided by the EDU or NGDU. The parties agree to accept, for purposes of accounting for electricity and/or natural gas delivered under this Agreement, the quantity, quality, and measurement determined by the EDU or NGDU. A twenty-dollar (\$20) fee will be charged for returned checks.

**5. TITLE AND TAXES.** Under this Agreement, title to the electricity shall pass from Residents Energy to you prior to delivery to the EDU and title to gas shall pass from Residents Energy to you outside the State of Ohio. Our price does not include any sales taxes that may apply, and these taxes generally will appear as a separate item on your bill. You shall reimburse Residents Energy for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity or natural gas unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).

**6. TERM; RENEWALS; TERMINATION; EARLY TERMINATION FEES.** For the Variable Rate (ResiFlex) product, this Agreement shall commence as of the date Customer’s enrollment with Residents Energy is deemed effective by the EDU or NGDU, which shall be in approximately 15-45 days depending on your next meter reading and shall continue on a month-to-month basis with a variable rate until either Customer or Residents Energy cancels or terminates this Agreement by providing 30 days’ notice of termination to the other party. In the event such notice is given, the EDU or NGDU will complete the termination on the next available date in accordance with its rules. There is no early termination fee for termination of a Variable Rate Agreement.

For the Fixed Rate (ResiSure) product, this Agreement shall commence as of the date Customer’s enrollment with Residents Energy is deemed effective by the EDU or NGDU, which shall be in approximately 15-45 days, depending on your next meter reading, and shall continue for 12 monthly billing cycles thereafter (“Initial Term”). Upon expiration of the Initial Term, **this Agreement shall automatically renew for successive renewal terms (each, a “Renewal Term”) without the need for Customer’s affirmative consent.** If Residents Energy does not wish to offer Customer another fixed rate plan following the Initial Term (or any subsequent Renewal Term), then this Agreement will automatically renew, without notice, on a month-to-month basis with a variable rate that will fluctuate as described in Section “3” above. If Residents Energy does wish to offer Customer another fixed rate plan, then Residents Energy will notify Customer in writing, at least 45, but not more than 90, days prior to the expiration of the Initial Term (or any subsequent Renewal Term), of the length of the next Term, the fixed rate that will apply during the next Term, and any other changes that will be made to the terms and conditions of the Agreement for the next Term. **These changes will apply during the next Term unless Customer affirmatively terminates the Agreement prior to expiration of the then current Term.** If Customer terminates this Agreement during the Initial Term, or if Residents Energy terminates this Agreement due to Customer’s breach, Customer shall pay Residents Energy, in addition to any other applicable charges, an early termination fee equal to: \$10.00 for each month remaining in the Initial Term multiplied by the RCE Value (as hereinafter defined) of the account. [The relative size of energy accounts is measured in Residential Customer Equivalents (RCEs). For electricity, one RCE represents annual consumption of 10,000 kWh. For natural gas, one RCE represents annual consumption of 1,000 therms. Using an RCE as the basic unit of measurement, Residents Energy assigns an “RCE Value” to each customer account based on the usage history for the account and other relevant factors.] The parties acknowledge and agree that the actual damages that Residents Energy will suffer as a result of Customer’s early termination or breach are difficult to assess, the early termination fee described herein is a reasonable estimate of such damages, and such early termination fee constitutes liquidated damages rather than a penalty.

Residents Energy may terminate this Agreement with at least fourteen (14) calendar days' written notice should Customer fail to pay a bill or fail to meet any agreed-upon payment arrangements. This Agreement will automatically terminate, with respect to the effected account(s), if (i) the requested service location is not serviced by the EDU or NGDU, or (ii) Residents Energy returns Customer's account(s) to the EDU or NGDU's applicable tariff service (provided that Residents Energy is permitted to return the account(s) under the terms of this Agreement). If Customer chooses to switch back to the EDU or NGDU, Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU or NGDU. If, due to a change in market conditions, Residents Energy wishes to lower a natural gas customer's price per Ccf under this Agreement, it may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

**7. ASSIGNMENT.** Residents Energy may assign or transfer its rights or obligations under this Agreement after first informing you in writing of such transfer or assignment. You may not assign or transfer your rights or obligations under this Agreement.

**8. CHOICE OF LAW.** This Agreement shall be construed in accordance with and be governed by the laws of the State of Ohio without regard to the conflicts of law provisions thereof.

**9. NO WARRANTIES.** Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and RESIDENTS ENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**10. SEVERABILITY.** Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.

**11. FORCE MAJEURE.** Residents Energy will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Residents Energy ("Force Majeure Events") may result in interruptions in service. Residents Energy will not be liable for any interruptions caused by a Force Majeure Event, and Residents Energy 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 EDU or NGDU (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond Residents Energy's control.

**12. LIMITATION OF LIABILITY.** In no event shall Residents Energy or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Residents Energy or Customer has been advised of the possibility of such damages. Residents Energy's liability and Customer's exclusive remedies against Residents Energy, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in section 6. Residents Energy's liability for other claims arising in connection with any service or this Agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 month's preceding the month in which the damage occurred.

**13. INDEMNIFICATION.** Customer is responsible for and will indemnify Residents Energy against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity and/or natural gas after its delivery to the Customer's residence or place of business, as applicable.

**14. DISPUTE RESOLUTION.** Customer may contact Residents Energy directly to resolve a billing dispute or service problem. Customer and Residents Energy shall try in good faith to resolve any such dispute or problem. All disputes regarding transmission, distribution, power outages, and bills from the EDU or NGDU should be directed to the EDU or NGDU. If your complaint is not resolved after you have contacted Residents Energy and/or your EDU or NGDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1.800.686.7826 (toll-free) from 8:00 am to 5:00 pm weekdays or at <http://www.puco.ohio.gov>. Hearing or speech impaired customer may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customer in matters before the PUCO. The OCC can be contacted at 1.877.742.5622 (toll-free) from 8:00 am to 5:00 pm weekdays, or at <http://pickocc.org>.

**15. MODIFICATION.** Residents Energy may supplement, modify, or amend the terms of this Agreement upon at least 30 days' prior written notice to Customer. Such amended Agreement will supersede any previous agreement between Customer and Residents Energy. Upon receipt of written notice pursuant to this Section, Customer may cancel this Agreement at any time prior to the commencement of the next billing cycle by providing written notice to Residents Energy.

**16. PROTECTION OF CUSTOMER RIGHTS.** Residents Energy hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by the EDU and/or NGDU and the PUCO. Your EDU and/or NGDU's transmission and distribution functions will continue to be regulated by the PUCO. Electric service may be disconnected only by the EDU and only in compliance with rules set by the PUCO. Natural Gas service may be disconnected only by the NGDU and only in compliance with rules set by the PUCO.

**17. CONTACT INFORMATION.** Any questions regarding these terms and conditions or your service with Residents Energy should be directed to us in writing at Residents Energy, LLC, PO Box 400, Jamestown, NY 14702. Residents Energy may also be contacted by telephone (toll-free) at 1.888.828.7374 between the hours of 8:00 am and 6:00 pm Eastern time, or by e-mail at [contactus@residentsenergy.com](mailto:contactus@residentsenergy.com). Customer shall be responsible for providing Residents Energy with up-to-date contact information, including telephone number and email address. Customer agrees to receive all notices, including those referenced in this Agreement, by email.

**18. RIGHT OF RESCISSION.** You will be receiving a confirmation notice from your EDU and/or NGDU confirming the transfer of your service to Residents Energy. For electric service, you may rescind this Agreement, without penalty, within seven calendar days of the postmark date on the EDU's confirmation notice, by contacting the EDU. For natural gas service, you may rescind this Agreement, without penalty, within seven business days of the postmark date on the NGDU's confirmation notice, by contacting the NGDU. You may also rescind by calling Residents Energy at 1.888.828.7374 or by writing to Residents Energy at PO Box 400, Jamestown, NY 14702 and stating that you wish to rescind under the seven-day Right of Rescission.

**19. RELOCATION.** If an electric customer relocates outside of Residents Energy's service area, or outside the EDU's service area, or into an area where Residents Energy charges a different price, he/she may terminate this Agreement with respect to the electric account(s), without penalty, upon 30 days' written notice to Residents Energy at PO Box 400, Jamestown, NY 14702. If a natural gas customer relocates outside of Residents Energy's service area, or outside the NGDU's service area, this Agreement will automatically terminate with respect to the gas account(s).

**20. CHANGE IN LAW.** If at some future date there is a change in any law, order, rule, regulation, or state-approved tariff whereby Residents Energy is prevented or prohibited from carrying out the terms of this Agreement, then this Agreement may be terminated by either party without penalty. If at some future date there is a change in any law, order, rule, regulation or state-approved tariff affecting Residents Energy's costs to purchase electricity and/or natural gas required to provide service, then, Residents Energy may revise this Agreement by proposing new terms to Customer. If Customer affirmatively consents to the new terms, this Agreement will remain in place subject to the new terms. If Customer does not consent to the new terms, either party may terminate this Agreement without penalty.

**21. ENTIRE AGREEMENT.** This Agreement, together with any enrollment forms and attachments and any third-party verification audio recording, sets forth the entire agreement between the parties and any other understandings or representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**22. SWITCHING FEES.** The EDU and/or the NGDU may charge switching fees to Customer.

**23. CUSTOMER PAYMENT HISTORY.** Customer has the right to request from the CRES/CRNG provider, twice within a twelve-month period, up to twenty-four months of Customer's payment history without charge.

**24. ENVIRONMENTAL DISCLOSURE.** Information regarding the approximate generation resource mix and environmental characteristics of Residents Energy's power supplies can be found at <https://residentsenergy.com/faq/terms-and-conditions/>.