

# RESIDENTS ENERGY

315 North Main Street, PO Box 400, Jamestown, NY 14702

1-888-828-7374



## RESIDENTS ENERGY, LLC - Massachusetts – Fixed Rate (“ResiSure”) Terms of Service

The following is your Terms of Service (“Agreement”) with Residents Energy, LLC (“Residents Energy”), for the purchase of residential or small commercial electric service. Residents Energy is licensed by the Massachusetts Department of Public Utilities (“DPU”) to offer and supply electric generation services in Massachusetts, License No. CS-159. The words “we”, “us”, “our” and “Residents Energy” refer to Residents Energy, and the words “you” and “your” refer to the Customer. This Agreement governs your purchase of electric generation services from Residents Energy. Residents Energy agrees to sell, and you agree to buy, the quantity of electricity delivered to you, as measured or estimated by your local distribution company (“LDC”). Please retain this Agreement for your records.

CONTRACT SUMMARY	
<b>Electric Generation Supplier Information</b>	www.ResidentsEnergy.com contactus@residentsenergy.com 1-888-828-7374 PO Box 400, Jamestown, NY 14702
<b>Generation Supply Price and Contract Term</b>	The Initial Term of this Agreement is [ ] billing cycles. The fixed rate for the electricity supplied during the Initial Term will be [ ] per kWh.
<b>Contract Start Date</b>	Electric service will begin upon the first meter read following the date on which your LDC successfully changes your supply service to Residents Energy.
<b>Renewal Terms</b>	If Residents Energy wishes to renew this Agreement with another fixed rate plan, then prior to the expiration of the Initial Term Residents Energy will provide you with written notice (“Renewal Notice”) of the length of the renewal term (“Renewal Term”) and the fixed rate that will apply during the Renewal Term. This Agreement will then automatically renew for the Renewal Term described in the Renewal Notice at the fixed rate described in the Renewal Notice, unless you request that Residents Energy cancel your service or you enter into a new agreement with Residents Energy or another electric supplier that replaces this Agreement. If Residents Energy does not wish to offer you another fixed rate plan, then upon expiration of the Initial Term (or a subsequent Renewal Term) your Residents Energy supply service will continue on a month-to-month basis with a variable rate that fluctuates at Residents Energy’s discretion.
<b>Applicable Contract Fees</b>	If you terminate this Agreement during the Initial Term or during a fixed rate Renewal Term, or if Residents Energy terminates this Agreement due to your breach, you shall pay Residents Energy, as liquidated damages and not as a penalty, in addition to any other applicable charges, an early termination fee of \$10.00 for each month, or portion thereof, remaining in the then-current Term.
<b>Renewable Disclosure</b>	The standard electric supply product meets the Statutory and Regulatory requirements of Massachusetts for renewable content.  If you have selected the Green/Renewable Energy option, the product exceeds the Statutory and Regulatory requirements of Massachusetts for renewable content. 100% of customer consumption will be offset by renewable energy certificates (RECs).
<b>Deposit Requirements</b>	There is no deposit required to enroll with Residents Energy.
<b>Statement Regarding Savings</b>	The fixed or variable rate may exceed the LDC’s basic service rate. Variable rates are not capped or limited in any way.
<b>DPU Consumer Division</b>	One South Station, Boston, MA 02110 Tel:1-877-886-5066
<b>Utility/LDC</b>	National Grid: 1-800-322-3223 and 1-800-465-1212 (outages) Eversource East: 1-800-592-2000 Eversource West: 1-877-659-6326 FGE Unitil: 1-888-301-7700
<b>RIGHT TO RESCIND:</b> You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this Agreement. To cancel this Agreement, you can write to us at PO Box 400, Jamestown, NY 14702, call 1-888-828-7374 or email contactus@residentsenergy.com.	

**PRICING:** The fixed rate for the Initial Term of this Agreement is set forth in the Contract Summary section above. For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying the (i) fixed rate or variable rate for the electricity by (ii) the amount of electricity consumed as determined by the LDC's actual or estimated meter reads. Fixed rates are rates that remain the same for the length of an agreed-upon term. Variable rates are rates that fluctuate at Residents Energy's discretion based on a number of factors, including, but not limited to, conditions on the wholesale electricity market, the actual and estimated costs to Residents Energy 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 and Residents Energy's expenses and margins. Your rate includes generation services only and does not include any applicable taxes. If you have been a customer of the LDC's basic service generation rate, you may compare your rate to the LDC's basic service rate by referring to the supplier services portion of your most recent electric bill or the LDC's website. In addition, you are responsible for paying your LDC's distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes. Please note that variable rates can increase without notice and may exceed your LDC's basic service generation rate.

**GREEN/RENEWABLE ENERGY OPTION:** If you have chosen the Green/Renewable Energy Option, Residents Energy will ensure that 100% of your electricity usage is matched with renewable energy certificates. Residents Energy may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the Green/Renewable Energy content of electricity sold under this Agreement in the previous calendar year. If you have chosen a variable rate product and the Green/Renewable Energy 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/Renewable Energy Option, you may call Residents Energy at 1-888-828-7374. If you have chosen a Fixed Rate product with the Green/Renewable Supply Option, it will no longer apply if the account renews on a variable rate.

**REBATE PROGRAMS:** From time-to-time Residents Energy may offer a rebate program for new customers who enroll with Residents Energy and maintain active accounts with Residents Energy for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of Residents Energy, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in Residents Energy's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer's actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank, and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

**TERM / RENEWALS / NO GUARANTEE OF SERVICE:** For new customers of Residents Energy, service of the Initial Term under this Agreement will begin on a date specified by your LDC and will continue for the number of billing cycles specified in the Contract Summary section above. If Residents Energy wishes to renew this Agreement after the Initial Term with another fixed rate plan, then prior to the end of the Initial Term, Residents Energy will provide you written notice of renewal ("Renewal Notice"), including the length of the term of such renewal ("Renewal Term") and the fixed rate that will apply during the Renewal Term. This Agreement will automatically renew at the fixed rate set forth in the Renewal Notice and for the Renewal Term set forth in the Renewal Notice unless you request that we cancel your service or you enter into a new agreement with Residents Energy or other electric supplier that replaces this Agreement. Subsequent fixed rate Renewal Terms may be implemented in the same manner. If Residents Energy does not wish to offer you another fixed rate plan (to follow the Initial Term or any subsequent fixed rate Renewal Term), then upon expiration of the then-current Term, your service with Residents Energy will continue on a month-to-month basis with a variable rate that fluctuates at Residents Energy's discretion as described above in the "Pricing" section until you cancel or replace your service with Residents Energy. You acknowledge that Residents Energy cannot guarantee a switch of your account by a specific date and you hereby agree to hold Residents Energy harmless from any liability for delays in this process.

**CANCELLATION/TERMINATION:** To terminate this Agreement, you may call or email Residents Energy at the contact information provided within this Agreement. When you cancel service, you agree to pay for the services provided by Residents Energy through the date you are switched to another electric supplier or returned to the LDC for service. If you terminate this Agreement during the Initial Term or during a fixed rate Renewal Term, or if Residents Energy terminates this Agreement due to your breach, you shall pay Residents Energy, in addition to any other applicable charges, an early termination fee equal to: \$10.00 for each month, or portion thereof, remaining in the then-current Term. The parties acknowledge and agree that the actual damages that Residents Energy will suffer as a result of your 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.

**ACCESS TO CUSTOMER INFORMATION:** By entering into this Agreement, you agree that your LDC may release to us certain information that we need in order to provide you with service, including but not limited to, your address, telephone number, account numbers, historical usage information, peak electricity demand and/or capacity tag information and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law.

**SERVICE AND SERVICE INTERRUPTION:** Residents Energy will supply all the electricity that you need for your home or business. Residents Energy is a retail marketer of electricity and not your LDC. The LDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The LDC will also respond to emergencies and they will remain your point of contact in the case of power outage. You acknowledge and understand that your LDC remains responsible for delivery of electrical power to you. In no event shall Residents Energy or any person or entity affiliated with Residents Energy be deemed

responsible for service interruption or any other problem with the delivery of electrical power to you. In the event of an emergency or power outage you should call the LDC that supplies power to your local area.

**BILLING AND PAYMENT:** You will receive one monthly bill from your LDC that includes the Residents Energy generation supply charge and the LDC delivery charges, each with taxes thereon. You will make payments for both the Residents Energy generation charge and the delivery charges directly to your LDC in accordance with your LDC's payment terms. The LDC will set the date that your payment is due. Your bill will be based on the monthly meter reading or estimate by the LDC. In the event that the LDC later adjusts its reading for any reason, Residents Energy's charges will be similarly adjusted. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms. Please also consult your LDC's website or tariffs for information regarding LDC delivery rates for your electric service.

**TERMINATION BY RESIDENTS ENERGY:** In accordance with applicable laws, rules and regulations, including those governing termination of service, Residents Energy reserves the right to terminate this Agreement: i) if, due to your fault, your LDC is unable to read your meter for 3 consecutive months, or ii) if at some future date there is a change in any law, regulation, market rule or tariff that materially impairs Residents Energy's ability to fulfill its obligations under this Agreement. We will provide you with at least 15 days' prior written notice of our intent to terminate this Agreement for any of the reasons specified in i) or ii) above. In addition, we reserve the right to terminate this Agreement at any time for our convenience with advance written notice to you of at least 30 days. Upon termination of the Agreement by you or us, you will be responsible for all Residents Energy generation charges incurred hereunder until your account is transferred to LDC default service or to another competitive electricity supplier.

**COMPLAINTS AND DISPUTE RESOLUTION:** Please contact a Residents Energy customer service representative by telephone or via email if you have questions or concerns regarding your bill or our service. If you are not satisfied with our initial attempt to resolve the problem, we ask that you request to have your issue escalated within our organization. If you remain unsatisfied, you may seek assistance from the DPU. Contact information for Residents Energy Customer Care and the DPU can be found above in the Contract Summary portion of this Agreement.

**MANDATORY ARBITRATION AND CLASS ACTION WAIVER:** Any dispute, controversy or claim arising out of, or related to, Residents Energy's services under this Agreement (collectively, the "Claims") that is not resolved directly between the parties or by the DPU, shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if the customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures; or, if available, by requesting alternative dispute resolution options available through the Massachusetts Office of Dispute Resolution.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between you and Residents Energy. You acknowledge that you are not relying on any advice, statements, recommendations or representations of Residents Energy or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

**ASSIGNMENT:** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of Residents Energy, any person or entity succeeding to all or substantially all of the assets of Residents Energy, or to a competitive supplier licensed to do business in Massachusetts. We shall provide you with 30 days' written notice of any such assignment, unless a lesser period is permitted under applicable law. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, Residents Energy shall have no further obligations hereunder.

**DO NOT CALL REGISTRY:** You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

**LIMITATIONS OF LIABILITY:** RESIDENTS ENERGY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR LARGEST MONTHLY INVOICE FOR ELECTRIC GENERATION SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL

(INCLUDING LOST PROFIT OR REVENUES), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

**NO WARRANTIES:** RESIDENTS ENERGY MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND RESIDENTS ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ACCEPTANCE AND CHANGE IN LAW:** This Agreement shall not become effective until accepted by Residents Energy. This Agreement may be modified from time to time in accordance with applicable law and DPU rules and shall govern Residents Energy's provision of generation service under this Agreement. This Agreement is subject to any future legislation; orders, rules, or regulations of the DPU; or tariff or policy changes of the LDC. These changes are beyond the control of Residents Energy, and may impact the terms and/or price of this Agreement. Residents Energy will provide notice to you of any changes to this Agreement resulting from changes in law.