



## TERMS OF SERVICE: CONNECTICUT

<b>CONTRACT SUMMARY</b>	
<b>Generation Rate</b>	The plan will have a fixed rate of [REDACTED] ¢/kWh.
<b>Rate Plan</b>	Fixed
<b>Service Location</b>	The service location is: [REDACTED].
<b>Contract Term &amp; Expiration</b>	The Initial Term of your agreement will be [REDACTED] billing cycles. Service will begin on your first meter read date following the acceptance of your enrollment with Residents Energy by your utility (Eversource or United Illuminating). The Initial Term will end when your meter is read at the conclusion of [REDACTED] billing cycles.
<b>Contract Renewal</b>	Upon the expiration of the Initial Term, your agreement with Residents Energy will automatically renew. At least 30, but not more than 60, days prior to the renewal date, Residents Energy will notify you of the length of the Renewal Term and the fixed rate that will apply during the Renewal Term.
<b>Other Fees</b>	The Early Termination Fee is [REDACTED].
<b>Right to Cancel</b>	You can cancel your agreement with Residents Energy at any time, subject to the Early Termination Fee described above. You do not need to contact Residents Energy to cancel. You can contact your utility (Eversource or United Illuminating) to return to Standard Service or enroll with another supplier to cancel service.
<b>Emissions &amp; Generation Mix</b>	Residents Energy's standard electric product is delivered through ISO New England's system mix and meets Connecticut's Renewable Portfolio Standard (RPS) requirements. For more information please refer to the Residents Energy Disclosure Label included as a separate document.  Residents Energy's Green/Renewable electricity product exceeds Connecticut's RPS Requirements. 100% of customer consumption during the Initial Term of the agreement is matched by renewable energy certificates (RECs).
<b>Supplier Contact Information</b>	Residents Energy, LLC PO Box 400, Jamestown, NY 14702 PURA Docket No. 19-08-21 www.ResidentsEnergy.com 1-888-828-7374
<b>Public Utilities Regulatory Authority (PURA) Contact Information</b>	You can contact the PURA with questions about licensed suppliers and Generation Rates or to file a complaint. PURA's Consumer Services Unit: 1-800-382-4586 PURA's Website: <a href="http://www.ct.gov/pura">www.ct.gov/pura</a>



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**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.**

These Terms of Service, together with the Contract Summary and Enrollment Form, if any, constitute your agreement with Residents Energy, LLC ("Residents Energy"), for the purchase of residential or small commercial electric service ("Agreement"). Residents Energy is licensed by the State Public Utilities Regulatory Authority ("PURA") to offer and supply electric generation services in Connecticut. The words "we," "us," and "our," 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 electric distribution company ("EDC"). Please retain this Agreement for your records.

**1. PRICING:** The fixed rate for the Initial Term of this Agreement is set forth on the Contract Summary. For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying (i) the Fixed rate for the electricity, by (ii) the amount of electricity consumed as determined by the EDC's actual or estimated meter reads. Your rate includes generation services only and does not include any applicable taxes. To compare your rate to your existing electric generation service charge, please refer to the supplier services portion of your most recent electric bill. In addition, you are responsible for paying your EDC's distribution and transmission charges as well as any other applicable charges.

**2. GREEN / RENEWABLE ENERGY OPTION:** If you have chosen the Green/Renewable Energy Option, Residents Energy will ensure that 100% of your electricity usage during the Initial Term of this Agreement (but not during any Renewal Term thereof) is matched with renewable energy certificates. A renewable energy certificate is a tradable, non-tangible energy commodity that represents proof that one megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource and was fed into the shared system of power lines which transport energy. Residents Energy may take up to 24 months after the end of each calendar year during which this Agreement is in effect to address any deficiency in the renewable energy certificates purchased.

**3. TERM:** The Initial Term of this Agreement will be the number of billing cycles set forth on the Contract Summary. For new customers of Residents Energy, service will begin on the first meter read date following acceptance of your enrollment by the EDC, and it will end with your meter reading at the conclusion of the said number of billing cycles. For renewing customers, service will continue seamlessly. You acknowledge that Residents Energy cannot guarantee a switch of your account by a specific date and you hereby hold Residents Energy harmless from any liability for, or arising out of, delays in the switching process.

**4. RENEWAL.** Prior to the end of the Initial Term, or any Renewal Term, Residents Energy will provide you with a written notice for renewal of this Agreement ("Renewal Notice"), that will describe the length of the term of such renewal ("Renewal Term") and the fixed rate that will apply during such Renewal Term. This Agreement will then automatically renew for the Renewal Term set forth in the Renewal Notice at the fixed rate set forth in the Renewal Notice unless you request that we cancel your service, or you enter into a new contract with Residents Energy that replaces this Agreement.

**5. RIGHT OF RESCISSION:** You have the right to cancel this Agreement without penalty not later than three days after signature or receipt. If you are a customer with a maximum demand of 500kw or less, you will have until midnight of the third business day after the latter of the day on which you enter into a service agreement with Residents Energy or the day on which you receive the written contract from Residents Energy, to cancel without penalty. To cancel, you may write to us at PO Box 400, Jamestown, NY 14702, call us at 1-888-828-7374 or email us at [customercare@residentsenergy.com](mailto:customercare@residentsenergy.com).

**6. CANCELLATION / TERMINATION / EARLY TERMINATION FEE:** You may cancel this Agreement at any time, but if you do so after the above-described rescission period has expired, or if Residents Energy cancels this Agreement due to your breach, you will incur any early termination fee described in your Contract Summary. For residential customers, the early termination fee will not exceed \$50.00. The parties acknowledge and agree that the actual damages that Residents Energy will suffer as a result of your early termination or breach are



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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. To cancel this Agreement, you may write to Residents Energy at PO Box 400, Jamestown, NY 14702, call us at 1-888-828-7374 or email us at [customercare@ResidentsEnergy.com](mailto:customercare@ResidentsEnergy.com). You may also cancel by contacting your utility (Eversource or United Illuminating) to return to Standard Service or enrolling with another supplier to cancel service. When you cancel services, 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 EDC for service. If a residential customer moves from one dwelling to another within the state and remains with Residents Energy for electricity supply, no early termination fee will apply.

**7. ACCESS TO CUSTOMER INFORMATION:** By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand 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.

**8. SERVICE and SERVICE INTERRUPTION:** Residents Energy will supply the electricity that you need for your home or business. Residents Energy is a retail marketer of electricity and not your EDC. The EDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The EDC will also respond to emergencies and will remain your point of contact in case of a power outage. You acknowledge and understand that your EDC 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 EDC that supplies power to your local area: Eversource at 800-286-2000 or The United Illuminating Company at 800-722-5584.

**9. BILLING AND PAYMENT:** You will receive one monthly bill from your EDC that includes the Residents Energy generation charge and the EDC delivery charges each with taxes thereon. You will make payments for both the Residents Energy generation charge and the delivery charges directly to your EDC in accordance with your EDC's payment terms. Please consult your EDC'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.

**10. 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 your EDC 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. 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 EDC standard service or to another competitive electricity supplier.

**11. COMPLAINTS AND DISPUTE RESOLUTION:** Please contact a Residents Energy customer service representative by telephone at 1-888-828-7374 or via email at [customercare@ResidentsEnergy.com](mailto:customercare@ResidentsEnergy.com) 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 Connecticut PURA's Consumer Services Unit at 1-800-382-4586.

**12. 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 Connecticut PURA, 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.



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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, YOU 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.

**13. 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 Connecticut. We shall provide you with 30 days' written notice of any such assignment. 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.

**14. 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 profits or revenues), incidental or punitive damages for claims arising hereunder.

**15. ACCEPTANCE:** This Agreement shall not become effective until accepted by Residents Energy. Residents Energy reserves the right to refuse acceptance of this Agreement. This Agreement may be modified from time to time in accordance with CT PURA rules and shall govern Residents Energy's provision of supply service. This Agreement is subject to any future legislation; orders, rules, or regulations of the CT PURA; 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.

**16. 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.**

**17. 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.