



## THIRD PARTY SUPPLIER SALES AGREEMENT

«FIRST\_NAME» «LAST\_NAME» «STREET», «CITY», «STATE» «ZIP» «Acct # or POD ID #»

### ELECTRIC CONTRACT SUMMARY

<b>Third Party Supplier Information</b>	<b>Residents Energy, LLC</b> <span style="float: right;"><b>NJBPU License Number: ESL-0155</b></span> <b>PO Box 400, Jamestown, NY 14702</b> <b>1-888-828-7374, <a href="mailto:contactus@residentsenergy.com">contactus@residentsenergy.com</a>, <a href="http://www.residentsenergy.com">www.residentsenergy.com</a></b>
<b>By entering into this contract, you are agreeing to purchase your electric supply from this supplier.</b>	You have chosen Residents Energy, LLC (“Residents Energy”) as your third-party supplier (TPS). Residents Energy is not affiliated with your electric distribution company (“EDC”). Residents Energy is responsible for your electric supply. The charges for the electricity supplied by Residents Energy will appear on the bills rendered to you by your EDC, separate and apart from your EDC’s charges for delivering the electricity.
<b>Price Structure</b>	<b>This agreement has a Fixed Rate segment and a Variable Rate segment.</b> This means that initially the rate for the electricity supplied will remain the same for a specific number of monthly billing cycles, but then the rate will change from time-to-time based on a number of factors, including weather fluctuations, as explained in the Terms & Conditions. The variable rate is not tied to a published index or to the utility’s Price to Compare. There is no cap on the variable rate. There will also be a Daily Service Fee of \$0.549 per day.
<b>Generation/ Supply Price</b>	The rate for the first [ ] monthly billing cycles will be [ ] per kWh.
<b>Statement Regarding Savings</b>	The rate may be higher or lower than the EDC’s rate in any monthly billing cycle. There is no guarantee of savings.
<b>Amount of time required to change from TPS back to default service or to another TPS</b>	If you cancel your Residents Energy service to return to your EDC or to switch to another TPS, the change will take effect on the next available billing cycle date in accordance with your EDC’s rules. It may take one or two billing cycles from the submission of the cancellation request.
<b>Incentives</b>	«Promotion Description»
<b>Right to Cancel/Rescind</b>	If you are a residential customer, you may rescind your selection of Residents Energy by contacting your EDC (or by calling Residents Energy at 1-888-828-7374) within seven days of the date of the EDC’s confirmation notice.
<b>Contract Start Date</b>	You will begin receiving electric supply service from Residents Energy as of the next available billing cycle date as determined by your EDC.
<b>Contract Term/Length</b>	The Fixed Rate segment of this Agreement is [ ] monthly billing cycles. This will be followed by the Variable Rate segment which will continue until either you or Residents Energy provides 30 days’ notice of termination to the other.
<b>Cancellation/Termination Fees</b>	There are no termination fees for termination of this Agreement.
<b>Renewal Terms</b>	This Agreement will continue until either party terminates it.

<b>Distribution Company Information</b>	The EDC will continue to deliver the electricity to you and you will continue to make payments to the EDC for this service. In the event of any emergencies or outages you should call the EDC at: <b>&lt;&lt;Insert Utility Contact Information&gt;&gt;</b>
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For a Spanish version of this document, please call Customer Service at 1-888-828-7374.

**Residents Energy, LLC – Electric Terms and Conditions - v.03012026**  
**State of New Jersey Electric License Number: ESL-0155**

**1. AGREEMENT.** This is an agreement (“Agreement”) between you (also referred to as “Customer”) and Residents Energy, LLC (“Residents Energy”), an independent third-party electricity supplier, under which you authorize enrollment of your electric account(s) with Residents Energy for electricity supply. These terms and conditions apply to the purchase by you and sale by Residents Energy, of electric generation supply service as specified herein.

**2. INFORMATION RELEASE AUTHORIZATION.** Customer hereby authorizes the local electric distribution company (the “EDC”) to release to Residents Energy, and authorizes Residents Energy to obtain from the EDC and review, detailed information regarding Customer’s account(s) 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 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.

**3. AGENCY.** Customer designates Residents Energy as its agent for receiving customer billing information from the EDC, and for procuring and scheduling the transmission and ancillary services necessary to deliver the electricity purchased by Customer to the EDC’s system.

**4. PRICE.** This agreement has a **Fixed Rate segment** and a **Variable Rate segment**. A **fixed rate is a rate that remains the same for a specified number of monthly billing cycles**. A **variable rate is a rate that changes from time-to-time based on various factors, including weather fluctuations**. For the first [REDACTED] monthly billing cycles of your electricity supply pursuant to this Agreement, the rate for the electricity supplied will be fixed at [REDACTED] per kWh. After that, the rate for the electricity supplied will vary and will be established by Residents Energy based on a number of factors including, but not limited to, 1) the actual and estimated costs of obtaining electricity from the PJM wholesale electricity market, including capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, and line loss costs, 2) costs to comply with any applicable Renewable Portfolio Standards, 3) Residents Energy’s expenses and margins, and 4) all applicable taxes, fees, or assessments. The rate is not tied to a published index or to the utility’s Price to Compare. There is no cap on the rate. The rate may be higher or lower than your EDC’s rate at any particular time; there is no guarantee of savings. There will also be a Daily Service Fee of \$0.549 per day. For each monthly billing cycle, the price for the electricity supplied will be calculated by multiplying: (i) the fixed rate or variable rate for electricity, by (ii) the amount of electricity consumed, as measured by your EDC’s actual or estimated meter reads and then adding (iii) the total of the Daily Service Fees.

**5. RENEWABLE ENERGY OPTION:** Renewable energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If a customer chooses the Renewable Energy Option, Residents Energy will ensure that 100% of the customer’s electricity usage is matched with renewable energy certificates or renewable energy attributes. Residents Energy shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year. If you have chosen the Renewable Energy Option, your rate during the Variable Rate segment of this Agreement will be comprised of the variable rate plus an “adder” of up to 3 cents per kWh. If you wish to cancel the Renewable Energy Option, you may call Residents Energy at 1-888-828-7374.

**6. 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.

**7. BILLING and PAYMENT.** You will normally receive one bill each month issued by your EDC, or by Residents Energy. If your EDC issues the bill, you will pay the EDC in accordance with the payment terms of the EDC's tariff. If Residents Energy issues the bill, payment of the full amount billed is due 25 days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorney's fees and court cost, as allowed by law. All accounts which are overdue may be referred to a collection agency consistent with New Jersey law. Your bill will be based on scheduled meter readings and/or estimates provided by your EDC. The parties agree to accept, for purpose of accounting for the electricity delivered under this Agreement, the quantity, quality, and measurement determined by your EDC. Residents Energy does not offer budget billing.

**8. TITLE and TAXES.** Under this Agreement, title to the electricity shall pass from Residents Energy to you prior to delivery to your EDC. Residents Energy's rate includes applicable sales taxes.

**9. RESCISSION; TERM; TERMINATION.** You will receive a confirmation notice from your EDC to confirm your choice of Residents Energy as your supplier. A residential customer will have seven (7) calendar days from the date of the notice to contact the EDC (or call Residents Energy at 1-888-828-7374) and rescind the selection of Residents Energy. This Agreement will not become effective until the seven-day confirmation period has expired. This Agreement will continue in effect until either party provides 30 days' notice to the other party of the termination of the Agreement. Residential customers may terminate this Agreement upon 48 hours' written notice as a result of relocation, a disability that renders the customer unable to pay for Residents Energy's services, and/or the death of the customer. If there is a material adverse change in the business or financial condition of Customer (as determined by Residents Energy 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, Residents Energy may terminate this Agreement upon 30 days' notice to Customer. There is no charge for starting or stopping electric generation service, if done within the terms of this Agreement. Note that it may take several billing cycles for your EDC to process the cancellation of service.

**10. 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.

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

**12. NO WARRANTIES. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED.** Should any part of the 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 has not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in a law, rule, or regulation, that requires modification to the material terms of this agreement, Residents Energy will provide you with written notice of such modifications.

**13. FORCE MAJEURE.** Residents Energy will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of Residents Energy's control ("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 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 electric utility (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond Residents Energy's control.

**14. LIMITATION OF LIABILITY.** To the extent permitted by applicable law, 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. Customer acknowledges that Residents Energy is not responsible for the delivery of electricity to Customer and as such is not responsible for any damages caused by any service outage, defect or failure.

**15. INDEMNIFICATION.** To the extent permitted by applicable law, Customer is responsible for the indemnification of Residents Energy against any and all liabilities resulting from Customer's failure to fully comply with the Agreement, and damage or injury caused by the electricity after its delivery to Customer's residence, except liability resulting from the negligence of Residents Energy.

**16. ENTIRE AGREEMENT.** This Agreement, including the Contract Summary, constitutes the entire agreement between you and Residents Energy. You acknowledge that you are (i) not relying on any advice, statements, recommendations or representations of Residents Energy or its sales personnel other than those made in this Agreement; (ii) have made your own decision to enter into this Agreement; and (iii) have entered into this Agreement by one of the methods provided for in N.J.A.C §14:4-2.3.

**17. DISPUTE RESOLUTION.** You may contact Residents Energy in writing and attempt to resolve all billing disputes or service problems directly in good-faith. If you are not satisfied with Residents Energy's response, you may contact the Division of Consumer Relations of the Board of Public Utilities ("BPU") at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint. All disputes regarding transmission, distribution, power outages, and bills from your EDC should be directed to your EDC.

**18. PROTECTION OF CUSTOMER RIGHTS.** Residents Energy hereby provides notice that its services are governed by the terms of this Agreement and the regulations of the BPU. Your EDC's transmission and distribution functions will continue to be regulated by the BPU. Electric service may be disconnected only by your EDC and only in compliance with regulations of the BPU.

**19. 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 phone at 1-888-828-7374. Your EDC will continue to deliver the electricity to you, you will still make payments to your EDC for that service and you will still call your EDC in the case of an energy related emergency such as a power outage. Your EDC's contact information is provided in the Contract Summary.