Combined Mass Market Variable Rate
SALES AGREEMENT

Customer Name:	Date:
Address:	
Contact:	Telephone No:
LDC Name:	LDC Acct#:
Account Name:	Service/Rate Class:
Service Address:	

Electric:_____Gas:_____Both:_____

CUSTOMER DISCLOSURE STATEMENT

Product	Month to Month Variable with Guaranteed Savings
How price is determined	**Gas Variable** Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and (ESCO)'s costs, expenses and margins. **Electric Variable** Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and (ESCO)'s costs, expenses and margins. Variable products must guarantee savings in relation to what the customer would have paid as a full-service customer of the Local Distribution Utility on an annual basis, or with greater frequency, and provide a credit or refund if necessary.
Length of the agreement and end date	For Variable Rate service the Term is 30 days. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind by calling the ESCO's toll free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances
Provisions for renewal of the agreement	After the initial term, if there is a material change, including rate or product type, ESCO must receive customer's express consent to accept a renewal offer. If express consent is not received, customer will be returned to utility service. See Section 2 - Term
Guaranteed Savings	This agreement offers guaranteed savings.

1. Agreement to Sell and Purchase Energy. This is an agreement between an independent energy services company (ESCO) ("(ESCO)"), and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with (ESCO) (the "Agreement"). Subject to the terms and conditions of this Agreement, (ESCO) agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by (ESCO), necessary to meet Customer's requirements based upon consumption data obtained by (ESCO) or the delivery schedule of the Local Distribution Utility (the "LDC"). (ESCO) is not affiliated with and does

not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by (ESCO) or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by (ESCO).

2. Term. For Variable Guaranteed Savings, this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to (ESCO) is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). For renewal of this agreement, ESCO shall provide written notification of renewal terms, not less than 30 days nor more than 60 days prior to the renewal date. ESCO must receive customer's express consent to accept renewal offer that contains a material change to the terms and conditions of the agreement, including a change in rate or product type. If the renewal includes a material change and express consent is not received, the customer will be returned to utility service. Customer shall have 3 business days from the receipt of the first billing statement to reject renewal terms and cancel the renewal agreements without termination fees.
The product must guarantee savings in relation to what the customer would have paid as a full-service customer of the LDC on an annual basis, or with greater frequency, and provide a credit or refund if necessary.

3. Pricing, Billing, and Termination. The price for all natural gas sold under this Agreement shall be a variable guaranteed savings rate which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and (ESCO)'s costs, expenses and margins.

The price for all electricity sold under this Agreement shall be a variable guaranteed savings rate which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and (ESCO)'s costs, expenses and margins.

If there is a material adverse change in the business or financial condition of Customer (as determined by (ESCO) at its discretion) or if Customer fails to meet its obligations under this Agreement, then, in addition to any other remedies that it may have, (ESCO) may terminate this Agreement upon 15 days' written notice to Customer.

(ESCO) will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from the LDC, or each of the LDC and (ESCO) may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). (ESCO) may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, (ESCO) may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A $XX fee will be charged for all returned payments.

4. 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.

5. Information Release Authorization. **Customer authorizes (ESCO) 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 (ESCO). 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 (ESCO) or by calling (ESCO) at 1.XXX-XXX-XXXX. (ESCO) reserves the right to cancel this Agreement in the event Customer rescinds the authorization.**

6. Consumer Protections. The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA for residential customers). (ESCO) will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-

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payment of any charges owed to (ESCO), a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting (ESCO) at 1-XXX-XXX-XXXX or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: http://www.dps.ny.gov. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline).

7. 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 (ESCO) at 1-XXX-XXX-XXXX or in writing. Customer is liable for all (ESCO) 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.

8. Agency-Gas. Customer hereby designates (ESCO) as agent to; (a) arrange and administer contracts and service agreements between Customer and (ESCO) and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by (ESCO) to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. (ESCO) as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. (ESCO) agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates (ESCO) as agent to; (a) arrange and administer contracts and service agreements between Customer and (ESCO) and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. (ESCO) as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO (ESCO) load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title-GAS: All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for gas shall be the utility city gate and shall constitute the point at which the sale occurs and title passes from XXX ESCO to the Customer. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with (ESCO).

Title-Electric: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO (ESCO) load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. (ESCO) will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and (ESCO). (ESCO) makes no representations or warranties other than those expressly set forth in this Agreement, and (ESCO) expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. (ESCO) will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but (ESCO) does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of (ESCO) ("Force Majeure Events") may result in interruptions in service. In the event that (ESCO) is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within

either party's control, (ESCO) will not be liable for any interruptions caused by a Force Majeure Event, and (ESCO) 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, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, curtailment by Customer's LDC or (ESCO) transportation capacity, Customer's LDC appropriation of natural gas, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond (ESCO)'s control.

12. Liability. The remedy in any claim or suit by Customer against (ESCO) will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either (ESCO) or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. (ESCO) Contact Information. Customer may contact (ESCO)'s Customer Service Center at 1-XXX-XXX-XXXX, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to (ESCO) at: (ESCO), (ADDRESS).

14. Dispute Resolution. 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 ESCOs service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ESCO by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. 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.

15. 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.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on (ESCO)'s net income, shall be paid by Customer, and Customer agrees to indemnify (ESCO) and hold (ESCO) harmless from and against any and all such taxes.

18. Emergency Service. 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 1-800-752-6633; Orange and Rockland at 1-877-434-4100; KeySpan 718-643-4050 (NYC) and 1-800-490-0075 (PSEG Long Island); National Grid at 1-800-642-4272; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-572-1111; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call (ESCO) at: 1-XXX-XXX-XXXX.

19. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Customer and (ESCO) have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

ESCO Signature:	Customer Signature:
Date:	Date:
Title:	Title:

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