



19790 W. Dixie Highway
Suite 1101
Aventura, FL 33180
Phone: 1-866-753-3242

**NON-RESIDENTIAL RENEWABLE ELECTRIC SUPPLY
SALES AGREEMENT**

Customer Name: _____ Date: _____

Address: _____

Contact: _____ Telephone Number: _____

LDC Name: _____ LDC Acct #: _____

Account Name: _____ Service/Rate Class: _____

Service Address: _____

Customer Disclosure Statement

Renewable Product	Renewable Electric Variable Rate Product: 100% of Customer's usage during the term of this contract will be offset by the purchase and retirement of RECs. A full description can be found at Section 5 of the Terms and Conditions.
Price	Renewable Electric Variable Rate
How price is determined	Renewable Electric Variable Rates; Percentage Renewable: 100%. Price includes the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), Renewable Energy Credits ("RECs") related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and the Company's costs, expenses and margins.
Term of Agreement / Agreement End Date	For Variable Rate service the Term is one month.
Customer Rescind Process	Residential customer may rescind this Agreement within three (3) business days of receipt of these Terms of Service without penalty by calling our toll-free number. All customers may cancel this Agreement within ten (3) business days of enrollment without penalty by calling our toll-free number. You may cancel this Agreement prior to its expiration. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death.
Early Termination Fee	There is no early termination fee for variable rate service.
Late Payments	Late fees are calculated and billed by the local utility.
Provisions for Renewal of Agreement	Renews on a month-to-month basis at a renewable electric variable rate until terminated by either party.
Guaranteed Savings	None
Compensation	Pay Less Energy will compensate broker or consultant a fee of \$ /kWh in conjunction with this Agreement.

Terms and Conditions

1. **Agreement to Sell and Purchase Electricity** - This is an Agreement between Pay Less Energy LLC ("Pay Less Energy") and the undersigned customer under which Customer shall initiate Electricity service and begin enrollment with Pay Less Energy. Subject to the terms and conditions of this Agreement, Pay Less Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of Renewable Electricity as estimated by Pay Less Energy, necessary to meet Customer's requirements based upon consumption data obtained by Pay Less Energy or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of Electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Pay Less Energy or the LDC's delivery schedule. The LDC will continue to deliver the Electricity supplied by Pay Less Energy.

2. **Customer Acknowledgements** – Customer acknowledges the following:

That any sales representative with whom Customer has spoken represents Pay Less Energy and is not from the Utility. Pay Less Energy is a retail marketer of Electricity and not my local distribution utility. That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; That your Utility will continue to deliver your Electricity, read your meters, send your bills and make repairs. Utility will also respond to emergencies and will provide other Traditional utility services. That it is not mandatory to choose a competitive supplier, and you may continue to have the Utility supply your Electricity/ (or Both); and that you have received the ESCO Consumers Bill of Rights.

3. **Term** – For Variable Rate Renewable Electric service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy is deemed effective by the LDC and shall continue for the term set forth above (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will renew on a month-to-month basis (each such month, a "Renewal Term") with no change to remaining terms. If the Customer is receiving variable rate service, either party may cancel or terminate this Agreement with no cancellation fee by providing 30 days' advance written notice of termination to the other party.

Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.

4. **Price** - Each month the bills will be calculated by multiplying (i) The cost of renewable electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the Utility for distribution and other services. This price may be higher or lower than the Utility's price in any given month. This is a Variable Rate Renewable Energy Product that does not guarantee savings. The price for products sold under this Agreement is described in the Customer Disclosure Statement, above and is subject to change each month.

If there is a material adverse change in the business or financial condition of Customer (as determined by Pay Less Energy at its discretion), if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, or if any of the information you have provided to Pay Less Energy is or becomes untrue, then, in addition to any other remedies that it may have, Pay Less energy may terminate this Agreement upon 15 days' written notice to Customer. Such termination will constitute a Customer breach.

5. **100% Renewable Energy Program** –Your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators; or by making Alternative Compliance Payments to NYSERDA.

6. **Renewal** –This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Pay Less Energy is deemed effective by the LDC, and shall continue for the term set forth above (the "Initial Term") thereafter. Upon expiration of the Initial Term, the Agreement will renew on a month-to-month basis (each such month, a "Renewal Term") with no change to remaining terms. If the Customer is receiving variable rate service, either party may cancel or terminate this Agreement with no cancellation fee by providing 30 days' advance written notice of termination to the other party.

Customer shall have 3 business days from receipt of the first billing statement of the renewal term to reject the Renewal Terms and cancel the Renewal Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term.

7. **Billing and Payment** - Customer will receive a single consolidated bill for both commodity and delivery costs from the LDC. 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"). Pay Less Energy may assign and sell Customer accounts receivable to the LDC. In the event of failure to



remit payment when due by a residential customer, Pay Less Energy may terminate service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Pay Less Energy charges due on any consolidated bill prepared by the LDC for Pay Less Energy will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3.

8. Delivery Point and Title – All Electricity sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity.

9. Consumer Protections - The services provided by Pay Less Energy LLC 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 HEFPA for residential customers. Pay Less Energy LLC will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Pay Less Energy LLC. 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 Pay Less Energy LLC at 1-866-753-3242 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/complaints>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline)

10. Termination – The customer may cancel this agreement within 3 business days of receipt of this agreement (the "Rescission Period") without penalty or cancellation fee by calling Pay Less Energy LLC at 1-866-753-3242 or by sending an email to: support@paylessenergylc.com. The service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, the customer may terminate this agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Pay Less Energy's service, or the customer of record's death. If Pay Less Energy LLC terminates this agreement for any reason, a notice detailing the same shall be mailed at least 15 days prior returning the services to the utility company.

11. Contact Us – You may contact Pay Less Energy Customer Service Department at 1-866-753-3242 between 10:00 a.m. –06:00 p.m. EST Monday–Friday. Hours subject to change. You may write to us at: Pay Less Energy LLC, 19790 W. Dixie Hwy., Suite 1101, Aventura, Florida 33180, or e-mail us at support@paylessenergylc.com.

12. Limitation of Liability and Warranty – Pay Less Energy will not be responsible for any type of special, consequential, or punitive damages whatsoever. Pay Less Energy does not give any type of warranty, express or implied, and to the full extent of the law, disclaims any warranty of merchantability or fitness for a particular purpose.

13. Force Majeure – Pay Less Energy will not be responsible for supplying Electricity to customer in the event of circumstance beyond its control such as Events of Force Majeure as defined by the Utility or any transmitting or transportation entity, act of terrorism, sabotage, or acts of God.

14. Dispute Resolution (Residential and Small Non-Residential) - The services provided by Pay Less Energy 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). In the event of a billing dispute or a disagreement involving Pay Less Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. 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

Dispute Resolution (All Other Non-Residential): In the event of a billing dispute or disagreement involving Pay Less Energy's service, Customer should contact Pay Less Energy's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non-Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies. DPS Contact Information is provided above.

15. Assignment – You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Pay Less Energy LLC's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Pay Less Energy, or any other approved ESCO or Other entity authorized by the DPS. This Agreement shall be binding on each party's successors and legal assigns.

16. Governing Law - This Agreement is governed by the laws of New York State. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the Services to be provided here under. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Pay Less Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Pay Less Energy shall have the right to cancel this Agreement on 15



calendar days' notice to Customer.

17. **Information Release Authorization** - You authorize Pay Less Energy to obtain Information from the Utility including, but not limited to, Account Name, Account Number, Billing Address, Service Address, Telephone Number, Standard Offer Service Type, Historical and Future Electricity and Usage, Rate Classification, Meter Readings, Characteristics of Electricity and service and, when charges under this agreement are included on my Utility Bill, Billing and Payment Information from the Utility. Also, you authorize Pay Less Energy to release that information to third parties who need to use or be aware of such information in connection with my Electric and/or generation Service, as well as to its affiliates and subcontractors for marketing purposes. These Authorizations shall remain in effect as long as this agreement (including any renewal) is in Effect. You may rescind these authorizations at any time by either calling Pay Less Energy at 1-866-753-3242 or providing written notice to Pay Less Energy. Pay Less Energy Reserves the right to reject your enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by Pay Less Energy, or if you fail to meet minimum or maximum threshold Electricity / consumption levels as determined by Pay Less Energy. Pay Less Energy reserves the right to cancel this agreement on 15 calendar days' notice in the event you rescind such Authorization.

18. **Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

19. **Severability** - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

20. **Electricity / Emergency** - In the event of an Electricity emergency or service interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below.

Consolidated Edison 1-800-752-6633 | National Grid Long Island 1-800-490-0045 | National Grid New York 1-800-892-2345 | Rochester & Electric 1-800-743-1701 | New York State Electric 1-800-572-1131 | Orange & Rockland 1-877-434-4100 | Central Hudson 1-800-527-2714

21. **You will promptly notify Pay Less Energy if there are any material changes in your Energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable, with respect to customer obligations under this agreement. This agreement and the Enrollment Form reflect your entire agreement with Pay Less Energy and will supersede any oral or written statements made in connection with this agreement or your Electricity / Supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your utility switches your Electricity / supply to Pay Less Energy; Pay Less Energy is not responsible for any such delays. You may not assign your interests and obligations under this agreement without the express written consent of Pay Less Energy. Pay Less Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if Mailed to the appropriate party.**

22. **Regulatory Changes** - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, NYISO agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Seller's costs ("Change in Practice"), Seller shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change.

- **Door-to-Door Non-Residential Customers:** Seller shall first obtain affirmative consent from residential and small commercial customers prior to passing on any additional costs and/ or modifying this Agreement.
- **All Other Non-Residential Customers:** The Company shall provide written notice of such modification to the Customer as required by local law.

If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby Seller is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Seller is unable to economically continue this Agreement, Seller shall have the right to cancel this Agreement on 15 days' notice to Customer.

23. **Telephonic Communications** - By accepting this Agreement, you consent to receive calls and/ or texts for any purpose, including with marketing offers and other information from Pay Less Energy, its affiliates and/ or assigns, at the telephone number(s) you provide to Pay Less Energy, its affiliates and/ or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

24. **Signatory Affirmation.** Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Pay Less Energy to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Pay Less Energy.



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.

PAY LESS ENERGY LLC

Signature _____

Name _____

Title _____

Date _____

CUSTOMER

Signature _____

Name _____

Title _____

Date _____