New Jersey
Electric and Natural Gas Sales Agreement
Small and Large Commercial

Seller: Pay Less Energy LLC
1000 Wyckoff Avenue
3rd Floor
Mahwah, NJ 07430
Tel: (866) 753-3242

Date: ______________________

Email: ______________________

Buyer: (company name) ______________________

Tax ID#: ______________________

Address: ______________________

Telephone: ______________________

____

Contact: ______________________

	Service Address	POD ID Number (PSEG) Account Number (NJNG) Customer Number (JCPL)	Utility	Rate Class
1				
2				
3				

Natural Gas Contract Price:
Agreement Term: Initial period of _____ month(s) /.
☐ 1) Variable Monthly Rate.

Electric Contract Price:
Agreement Term: Initial period of _____ month(s)
☐ 1) 100% Green Monthly Variable Rate.
☐ 2) Variable Monthly Rate

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer's Authorized Representative

Name______________________

Signature______________________

Date______________________

Pay Less Energy Authorized Representative

Name______________________

Signature______________________

Date______________________

Rev. 12/13/2022

General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Pay Less Energy, LLC ("Pay Less Energy" or "Seller" or "Supplier"), an energy supplier licensed by the New Jersey Board of Public Utilities; our license numbers are: GSL-0192 and ESL-0219 and the undersigned customer ("Buyer" or "Customer" or "you") under which Customer shall initiate electricity and/or natural gas supply service and begin enrollment with Pay Less Energy (the "Contract" and/or "Agreement"), which includes the Third Party Contract Summary and these Terms and Conditions. You agree to purchase electric and/or natural gas service from Pay Less Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Third Party Contract Summary and these Terms and Conditions of this Agreement, Pay Less Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric and/or natural gas supply, 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 LDC will continue to deliver the electric and/or natural gas supplied by Pay Less Energy.

For purposes of this Agreement, the following definitions apply:

- "Large Commercial Customer" for New Jersey account(s) means: a Large Commercial Customer is a nonresidential electric customer with a cumulative peak load of more than 50 kilowatts or a commercial gas customer with a cumulative peak load of more than 5,000 therms, but not those served through a government energy aggregation program
- "Small Commercial" for New Jersey account(s) means: a commercial electric customer with a cumulative peak load of 50 kilowatts or less or commercial gas customers with a cumulative peak load of 5,000 therms or less, but not those served through a government energy aggregation program.

2. PRICE STRUCTURE & PRODUCT DESCRIPTIONS: The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees and is inclusive of New Jersey Sales Use and Tax. Pay Less Energy will invoice Customer monthly for energy delivered under this Agreement, as measured by the LDC, and Customer will see cost reflected in the consolidated bill it receives from its utility. This Agreement does not include utility charges.

For all variable rate products: There is no limit on how much the price may change from one billing cycle to the next. Variable rate will vary month to month. Customer may cancel with no early termination fee. There are no applicable ranges/ceilings. The price change is not tied to published index or the utility Price to Compare. Weather fluctuations may affect variable prices.

Product Descriptions

Electric Variable Rate. The variable price you pay varies each month to reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including the New Jersey sales and use tax, plus any other applicable taxes, fees, charges or other assessments and Seller's costs, expenses and margins.

Electric Renewable Variable Rate: For renewable variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Pay Less Energy's discretion, plus all applicable taxes, fees, charges or other assessments and Pay Less Energy's costs, expenses and margins. Pay Less Energy will purchase certified renewable energy certificates, which may include Green-e certificates, on your behalf to cover 100% of your electricity usage.

Natural Gas Variable Rate: For variable monthly rate service, 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 Pay Less Energy's costs, expenses and margins.

3. TERM; 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 ("Initial Term"). Variable rate Customers, your initial term is 1 month and will continue thereafter on a month-to-month basis until it is cancelled.

4. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs) (which may be in the form of Green-E certificates) generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and/or any other generation source that qualifies as renewable in New Jersey. The applicable generation resource mix and environmental characteristics of the electric supply sold by Pay Less Energy is available at http://www.paylessenergyllc.com/.

5. TERMINATION BY PAY LESS ENERGY: During the Initial Term, Pay Less Energy reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. Customer will be provided a period of ten (10) calendar days prior to the expiration of the above thirty day notice, to remedy any situation, nonetheless, Pay Less Energy reserves the right to terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. In addition to any other remedies it may have, Pay Less Energy may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon thirty (30) days written notice to Customer. If Pay Less Energy terminates this Agreement early, Customer will be returned to the LDC unless Customer selects a different third party supplier. The effective termination date will be on the next applicable meter read date.

6. CANCELLATION: You may cancel this agreement at any time by providing 30 days' written notice to Seller at the contact information contained in this Agreement. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the LDC for commodity supply service, and Customer is liable for all Pay Less Energy charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

7. BILLING: Customer may receive a single bill for both commodity and delivery costs from either Pay Less Energy or the LDC, or each of the LDC and Pay Less Energy may invoice Customer separately. If Pay Less Energy bills Customer directly, payment is due within 21 days. If Customer's LDC invoices Customer, payment is due by due date outlined on Customer's invoice. Late payments to Pay Less Energy will incur a monthly interest rate of 1.5%. A $35 fee will be charged for all returned payments. Although budget billing may be offered by the LDC, Pay Less Energy does not offer budget billing services.

Failure by a Large Commercial Customer to make full payment of Pay Less' charges due on any consolidated bill prepared by the LDC for Pay Less will be grounds for disconnection of utility services in accordance with the rules and regulations of the account's service address state (New Jersey) on the termination of service to nonresidential Customers. Customer shall be liable for all costs of collection, including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed), and reasonable collection agency fees. A $30 fee will be charged for all returned payments.. If Pay Less terminates this Agreement for any reason other than nonpayment, Pay Less will provide Customer written notification sent to Customer's billing address via U.S. mail at least ten (10) days prior to the effective date of termination.

8.. AGENCY

For natural gas customers, Pay Less Energy will establish a natural gas transportation program for Customer with its LDC in accordance with the LDC's procedures. This may require Customer to enter into a transportation agreement under LDC's transportation service agreement. If requested, Pay Less Energy will arrange for transportation of natural gas on Customer's behalf from the transfer point(s) to the respective LDC's City Gate. Customer authorizes Pay Less Energy to act as Customer's designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective LDC's City Gate. Pay Less Energy will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Pay Less Energy will supply Customer's full requirements for natural gas at all facilities listed in this Agreement on a firm basis and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its natural gas requirements from Pay Less Energy on a firm basis.

For electric customers, Customer hereby designates Pay Less Energy as agent to (a) arrange and administer contracts and service agreements between Customer and Pay Less Energy and those entities including the PJM Regional Transmission Operator ("PJM") 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 Delivery Point and the Customer's end-use premises. Pay Less Energy 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 Delivery Points for the electricity will be a point at the PJM Pay Less Energy 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. DELIVERY POINT, TITLE AND TAXES: Seller will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the LDC or ISO (the "Delivery Point"), at Seller's sole cost and expense. Customer and Pay Less Energy agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Pay Less Energy under this Agreement will transfer from Pay Less Energy to Customer at the Delivery Point(s).

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

11. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or Pay Less Energy's transportation capacity, or Customer's LDC appropriation of electric and/or natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric and/or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

12. LIABILITY: The sole remedy in any claim or suit by Customer against Pay Less Energy will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER PAY LESS ENERGY 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. DISPUTE RESOLUTION: The services provided by Pay Less to Customer are governed by the terms and conditions of this Agreement and the rules and regulations (Orders) of the New Jersey Board of Public Utilities, as applicable. 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. If after communication with Pay Less Energy, Customer is not satisfied, Customer may contact the New Jersey Board of Public Utilities at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint.

Commercial Customers: In the event of a billing dispute or disagreement involving Pay Less' service, Customer should contact Pay Less' Customer Service Center. 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 forty-five (45) days, either party may avail itself of all remedies available under law or equity.

14. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of Pay Less Energy. Without prior Customer consent, Pay Less Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another third party supplier or other entity as authorized by the New Jersey Board of Public Utilities. Upon such assignment, Customer agrees that Pay Less shall have no further obligations hereunder.

15. TELEPHONIC COMMUNICATION: 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.

16. INFORMATION RELEASE AUTHORIZATION: Customer authorizes Pay Less Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Pay Less Energy 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 Pay Less Energy. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Pay Less Energy or calling Pay Less Energy at (866) 753-3242 Pay Less Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

17. CONTACT INFORMATION: Customer may contact Pay Less Energy Service Contact Center (866) 753-3242 or write to Pay Less Energy at: One International Drive, Suite 400, Mahwah, NJ 07495; or by email at support@paylessenergyllc.com. You may also contact the New Jersey Board's Division of Consumer Relations at: 1-800-624-0241.

18. EMERGENCY SERVICE: In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:
Public Service Electric & Gas 1-800-880-7734 (gas); 1-800-436-7734 (electric)

19. 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 Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

20. BINDING ARBITRATION; CLASS ACTION WAIVER. In the unlikely event that you have a dispute related to the supply of energy that is not resolved to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, to the extent permitted by law, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PAY LESS ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

21. SEVERANCE: 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.

22. DELAY OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Pay Less Energy in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

23. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

24. CONFIDENTIALITY: Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Pay Less Energy.

25. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.