



## Schedule A: Transaction Confirmation – Commercial

Customer Information			
Company Name:		DBA:	
Contact Name:		Email:	
Company Address:			
Phone:		Fax:	
Billing Information			
Attn:		Email:	
Phone:		Federal Tax ID:	
Invoice Type:    Summary            Individual		Delivery Preference:    Email            USPS	
Payment Method (select one):    ACH            Check		Language:	
Authorized Representatives: Authorized to make transactional and contractual changes to enrolled accounts.			
Name (1):		Title (1):	
Phone (1):		Email (1):	
Name (2):		Title (2):	
Phone (2):		Email (2):	
Product Information			
Product Name: Fixed Price			Contract Price (¢/kWh):
Contract Term (mths):	Usage Variance: Full Swing	ETF Amount (\$): See TOS	Payment Terms: Utility Bill
Contract Price is Inclusive of the Following			
Energy, Line Losses, Ancillary Services, Renewable Portfolio Standards (RPS), Capacity Costs, and Transmission Costs			
The Following Components Will Be Passed Through Without Markup			
EDU Delivery Charges, EDU discretionary charges or non-recurring charges, All applicable Taxes (unless specifically listed in the "Inclusive" section above)			
Service Information			
<b>Calculation:</b> Contract Price times metered kWh plus the cost of applicable pass-through items as detailed above.			
<b>Delivery Period:</b> Service is provided per meter according to start and end dates on Schedule B. Utility may change meter schedules at their discretion. APG&E does not guarantee service on Estimated Start Date per Schedule B.			
Agreement			
By my signature below (facsimile signature accepted as if it were an original), I am authorizing <b>AP Gas &amp; Electric (MD), LLC</b> ("APG&E" or "Seller") to use information provided in this form to perform the necessary tasks to establish new service or switch to APG&E. I acknowledge that I have read and understand the Schedule A, Schedule B, Terms of Service, and any Addendum(s), herein, collectively the "Agreement", and hereby agree to be obligated by the terms and conditions as set forth. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. I understand that if I cancel this Agreement prior to the contractual obligation ending, I will be assessed an Early Termination Fee ("ETF") in accordance with the terms of this Agreement. I further understand that I may be working with an independent agent that is not an employee of APG&E and is not granted any right, authority, or responsibility expressed, implied, or apparent to act on behalf of or in the name of APG&E.			
CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND FINAL APPROVAL BY APG&E.			
Authorized Customer Representative			
Signature:		Printed Name:	
		Title:	
Date (MM/DD/YY):		Reference ID (if applicable):	



## Schedule B: Service Locations – Commercial

Authorization on Schedule A of this Agreement extends to the following Service Locations:

Utility Account Number	Utility	Service Address Street, City, State, Zip	Billing Address Street, City, State, Zip	Est. Start Date	Used For:		Est. Annual kWh
					Comm.	Resi.	

Total Number of Accounts Included:

**Terms of Service:** The following are the Terms of Service for this Agreement between APG&E and Customer for the purchase of electricity.

**1. Agreement to Purchase Energy:** APG&E is certified as a REP by PUC and is not affiliated with any Utility. Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs. Delivery of electricity to Customer's Service Locations and maintenance of the electric delivery system is performed by Utility. PUC regulates distribution prices and services. FERC and ISO/RTO regulates transmission prices and services. APG&E agrees to sell, and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of Utility.

**2. Eligibility:** This Terms of Service is applicable to Medium Commercial, Mercantile, or Large Commercial meters, as defined herein, but all Customers who enter into this Agreement are bound by its terms.

**3. Enrollment:** This Agreement shall be effective upon return of Customer-signed Agreement to, and acceptance by, APG&E. APG&E will use commercially reasonable efforts to commence service on the next available meter read date on or after Start Date.

**4. Term:** The Initial Term shall commence on the date Utility switches service to APG&E and will continue for the number of months thereafter as indicated by Contract Term selected on Schedule A. APG&E will provide Customer at least thirty (30) calendar days' notice in advance of the end of Initial Term. For Customers returning to Utility service or switching to another REP at the end of Initial Term, it may take up to sixty (60) days for Customer's accounts to be returned to Utility depending on Utility switching procedures, and Customer is responsible for all APG&E supply charges until Customer returns to Utility or switches to another REP. A final bill will be rendered after the final meter reading. Upon completion of the Initial Term, if Customer does not provide consent to renewal terms, this Agreement will automatically renew, and Customer shall continue to receive electric service from APG&E at a month-to-month variable Holdover Rate, until Customer renews with APG&E or switches to another REP or back to Utility. If Customer automatically renews on Holdover Rate, Customer may terminate at any time without penalty. If Customer terminates without selecting another REP Customer will be returned to the Utility. Customer may obtain the previous 24 months' average monthly billed Holdover Rates by visiting [www.apge.com](http://www.apge.com) or calling APG&E (toll-free). Historical pricing is not necessarily indicative of present or future pricing.

**5. Blend and Extend:** At any point during this Agreement Customer may request that APG&E calculate an offer to change Customer's Contract Price based on a weighted average of the Contract Price in this Agreement and a

mutually agreed price for an agreed extension to Initial Term ("Blend and Extend").

**6. Metering and Measurement:** Customer and APG&E accept the quantity, quality, and measurement determined by Utility providing delivery service to Service Locations, for purposes of accounting for electricity supplied under this Agreement, in accordance with the terms of the applicable tariff for retail delivery service.

**7. Switching to APG&E:** Utility may, at its discretion, charge a fee to switch Customer to APG&E. This charge will be passed through to Customer at cost.

**8. Rate Plan:** Customer's Product Information and Contract Price are set forth in Schedule A to this Agreement.

**9. Energy Usage Variance:** If Energy Usage Variance in Schedule A is **Full Swing** then Customer's Energy Usage for Service Locations identified by Schedule B is not subject to an Energy Usage Variance Charge at any usage level. If Energy Usage Variance in Schedule A is a percentage then Energy Usage Variance, positive or negative, up to that percentage is not subject to an Energy Usage Variance Charge.

**10. Distributed Energy Resources and other changes expected to impact Energy Usage:** For the Service Locations covered by Schedule B to this Agreement, Customer warrants the following, and that any such misrepresentations, or failures to do so, represents a breach of this Agreement: (i) Customer does not own or operate any Distributed Energy Resources ("DER"), including photovoltaic panels, or thermal storage capabilities (except for emergency back-up generation used when Customer's Utility is incapable of delivering electricity) and has no current plans to purchase DER; (ii) Customer is not aware of any planned events or changes that will significantly impact the level or hourly distribution of future Energy Usage; and (iii) if Customer intends to purchase DER or becomes aware of any events or changes over the course of this Agreement that will significantly impact the level or hourly distribution of future Energy Usage, Customer will provide APG&E with at least sixty (60) calendar days' prior written notice.

**11. Credit Requirements:** APG&E may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. At the discretion of APG&E and to the extent allowed by law, APG&E may require a deposit from Customer or refuse service in accordance with PUC rules and regulations. However, in no event shall APG&E require security from Customer in excess of one-fifth (1/5th) of Customer's estimated annual billing.

**12. Deposits:** APG&E may require an additional deposit from Customer if Customer has two (2) or more late payments or has had one (1) Disconnection of Service in the previous twelve (12) months. Service may be disconnected or

## ELECTRICITY TERMS OF SERVICE – COMMERCIAL

terminated if a deposit is not paid within (10) days of any request for deposit. APG&E will apply any deposit held plus accrued interest, calculated at the rate approved by PUC, to the outstanding balance on the account's final bill or to the account's current balance when all of the following are satisfied: (i) Customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for nonpayment and has not on more than two (2) occasions been delinquent; and (ii) the account is current. APG&E may disconnect service with or without prior written notice in accordance with PUC rules and regulations. No such deposit shall be required if the Customer is a governmental entity.

**13. Billing:** If actual meter readings are unavailable, invoices may be calculated based on estimated meter readings. Once actual meter readings are received, adjustments will be made on a subsequent invoice. Disconnection of electric service will not excuse Customer from paying any outstanding amounts owed to APG&E and Customer will be responsible to pay APG&E for any electricity used prior to Termination of this Agreement as well as any late payment charges. Customer may request up to twenty-four (24) months of billing/payment history without charge no more than twice within a twelve (12) month period. Any additional requests shall result in a fee of \$5.00 per bill period requested. Utility Billed Customers will receive a consolidated bill from Utility for both APG&E and Utility Charges, at the billing intervals used by the Utility. Electricity usage will be measured or estimated by the Utility. Customer acknowledges and consents that Utility may provide APG&E Customer's billing and payment information as part of the billing process.

**14. Payment:** Customer payment will be due to the Utility by the date specified in the Utility consolidated bill. If Customer fails to pay on time, Customer could be subject to interest, and late charges imposed by Utility, and service could be disconnected. Utility may offer budget, leveled or other payment plans. APG&E does not offer budget billing for the generation portion of the bill. Dual billed or APG&E consolidated billed Customers will receive a monthly invoice from APG&E in either paper or electronic format, or both, as requested. There is no charge for electronic formatted bills or electronic payment. All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill ("Due Date"). Late payments, delinquent or past due balances will result in a late payment fee equal to 5% of the month's past due amount. If Customer fails to pay for electric service, the above listed late fees may be applied, and APG&E will have the right to authorize disconnection of Customer's electric service, in lieu of terminating this Agreement. APG&E will notify Customer ten (14) calendar days prior to termination of this Agreement for non-payment. Upon satisfactory correction of the reasons for disconnection, Customer may reinstate electric service and will be charged a \$50 reconnect fee. A \$30 insufficient funds fee per transaction shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit card transactions. Customer is responsible for payment

of all electricity consumed at the contracted Service Locations; hence, APG&E may auto-debit Customer's account without notice for any and all final amounts due after the account is in non-active status with APG&E. If a check is returned to APG&E for any reason, APG&E may auto-debit the Customer's account without notice for the amount due plus the \$30 returned check fee.

**15. Collections:** APG&E reserves the right to automatically charge the credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. If Customer's account is referred to a collection company, APG&E reserves the right to bill a fee not to exceed 33% of the amount being collected. If the account is referred for legal action, any and all attorney fees and court costs will be billed to Customer. Customer shall be responsible for any and all fees associated with collecting on any amounts owed to APG&E, including but not limited to any fees charged by the collection agency or other entity.

**16. Taxes:** Customer will pay all applicable taxes, fees and charges associated with the purchase of electric service under this Agreement. APG&E will not be liable for any taxes not paid by Customer.

**17. APG&E Termination Rights:** Customer affirms to APG&E that Customer has provided APG&E with the correct and complete Customer name, address and contact information, and Customer does not have any outstanding balance or conflicting contractual obligations with APG&E or any other REP. If there is any evidence that any of these statements are or become untrue, that Customer has withheld pertinent information, or that Customer otherwise provided fraudulent or misrepresented information, APG&E may terminate this Agreement immediately. APG&E may end this Agreement, at no cost to APG&E, if (a) required or allowed by law, (b) Utility is unable to service Customer's Service Locations, or (c) Customer defaults or breaches this Agreement. APG&E will provide Customer (i) at least thirty (30) calendar days' notice of termination under this section, and (ii) at least five (5) calendar days to cure such Customer default or breach of this Agreement. If APG&E terminates this Agreement, Customer must still pay all APG&E charges through the date Customer is switched to Utility or another REP and any applicable ETFs.

**18. Customer's Move, Sale or Close Rights:** If Customer's total Annual Expected kWh per Schedule B is less than 250,000 kWh it will not be an Event of Default and no Early Termination Fee will be due if Customer discontinues service of any meter prior to expiration of this Agreement, due to the sale or closure of a Service Location, provided Customer provides thirty (30) calendar days' advance written notice to APG&E, a forwarding address, and other evidence as required by APG&E verifying such move, sale, or closure and such move, sale or close occurs no earlier than the Estimated Start Date. If a Medium or Large Commercial Customer, as defined herein, moves to another premise within APG&E's service area, Customer agrees to resume service with APG&E at the new premise.

**19. Early Termination:** If Customer terminates this Agreement, or drops any meters listed in Schedule B from

## ELECTRICITY TERMS OF SERVICE – COMMERCIAL

service, prior to the end of the Initial Term for any other reason, except as expressly provided herein, Customer will be charged an Early Termination Fee ("ETF") for such meters.

**20. Early Termination Fee:** For Service Locations ETF will be applied as follows:

Annual kWh of Dropped Meters	Early Termination Fee
<100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001+	\$250 per unused month

For Customers with Annual kWh greater than 500,000, ETF will be equal to the greater of \$250 per unused month or the sum of a commercially reasonable calculation of kWh remaining to be delivered per Schedule B ("Remaining Volume") multiplied by (a) 0.5 cents per kWh plus (b) the greater of (i) 1.0 cent per kWh or (ii) the positive difference, if any, between Contract Price and current market based price for the aggregate load of all Customer Service Locations, plus all applicable taxes, associated costs and reasonable legal expenses related to calculating and collecting such ETFs. ETF shall be immediately due and payable by Customer to APG&E within five (5) calendar days following such Early Termination. Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. If Customer is still under contract with their previous REP that shall not relieve Customer of the obligations under this Agreement and Customer will be responsible for all charges including an ETF. Customer is responsible for payment of all outstanding charges incurred through the date on which the Termination is effected by Utility. APG&E's obligations will end after the meter read date where APG&E is no longer designated as Customer's REP or when Customer's electric service is disconnected by Utility. Customer's obligations under this Agreement will end when the account balance is paid in full, including any ETF.

**21. Customer Information Release:** Customer's execution of this Agreement shall constitute authorization for APG&E to obtain and review certain information from Customer's Utility, including consumption history. This authorization will remain in effect during Initial Term and any Renewal Term of this Agreement. APG&E will take reasonable steps to protect Customer's personal information as required by applicable law and PUC. APG&E is prohibited from disclosing certain Customer Information (Social Security number, account number(s), phone number, or billing data) without Customer's written consent except as required for APG&E collections and reporting, participating in Universal Service Fund programs, or assigning a Customer's Agreement to another REP.

**22. Disputes or Complaints:** Customer shall contact APG&E with any questions or concerns. If a dispute arises, APG&E and Customer agree to negotiate in good faith. If negotiations

fail, then APG&E and Customer may by mutual agreement submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Harris County, Texas. Medium, Mercantile, and Large Commercial Customers, as defined herein, understand and agree that PUC Customer Protection Rights afforded to residential and Small Commercial Customers are not applicable.

**23. Non-Discrimination:** APG&E does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, religion, national origin, ancestry, sex, gender, marital status, sexual preference, age, lawful source of income, level of income, disability, familial status, geographic location, location of a customer in an economically distressed geographic area, receipt of public assistance income, or qualification for low income or energy efficiency services.

**24. Change in Law:** If Change in Law occurs and creates additional costs to APG&E not currently included in Contract Price or increases the cost components of Contract Price, then such costs may be passed through to Customer. If a Change in Law occurs and APG&E is otherwise prevented or prohibited from (1) carrying out or enforcing this Agreement or (2) passing through such costs, APG&E shall have the right to terminate this Agreement upon thirty (30) calendar days' notice.

**25. Force Majeure:** "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by Utility or any transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**26. Governing Law and Venue:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and venue shall be proper in Harris County, Texas. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. The UCC can be viewed at [www.statutes.legis.state.tx.us](http://www.statutes.legis.state.tx.us).

**27. Assignment:** Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of APG&E. APG&E may without Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other

## ELECTRICITY TERMS OF SERVICE – COMMERCIAL

financial agreement; (b) transfer or assign this Agreement to an affiliate of APG&E; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of APG&E; and/or (d) transfer or assign this Agreement to another REP. Upon any such assignment, Customer agrees that APG&E shall have no further obligations hereunder.

**28. Limitations of Liability:** FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, APG&E'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR APG&E BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

**29. 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.

**30. Representations and Warranties:** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, APG&E PROVIDES, AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND APG&E SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The electricity sold under this Agreement will meet the applicable Utility's quality standards and will be supplied from a variety of sources. Customer represents and warrants that Service Locations identified as commercial premise(s) on the Schedule B are not residential facilities and that any other meter, which is classified by Utility as residential, is part of a commercial account, and is expressly used for commercial purposes. You further represent and warrant that the Service Locations identified as residential premise(s) on Schedule B are strictly residential facilities.

**31. Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of APG&E 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.

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

### Definitions

- **Agreement** – applicable Schedule A, Schedule B, Terms of Service, and any Amendment(s) or Addendum(s) thereto.
- **Ancillary Services** – costs associated with services necessary to support the transmission of electricity from generating sources to Customer and other ISO costs not otherwise included in any of the defined cost components in this Agreement.
- **Annual kWh** – commercially reasonable calculation or estimate of annualized kWh used or to be used by service location per Schedule B.
- **APG&E** – DBA for contracting entity identified as Seller in Schedule A to this Agreement.
- **Auction Revenue Rights ("ARR") Credits** – revenue credits resulting from the relevant financial transmission rights auctions conducted by ISO.
- **Basis** – difference in price between energy delivered to the hub and Energy delivered to Customer's load zone.
- **Capacity Costs** – Charge for fulfilling the capacity requirements for Customer as imposed by ISO or otherwise.
- **Change in Law** – If during the term of this Agreement, any Governmental Authority, Utility, ISO, PUC, FERC or other regulatory party introduces or changes a law, or makes a change to market structure, tariffs, rates, riders, fees, or customer load profile(s), with respect to the acquisition, sale, delivery, and/or purchase of electricity a Change in Law is deemed to have occurred.
- **Customer** – Buyer as identified in Schedule A to this Agreement. Referred to as Customer, Buyer, or you.
- **Energy** – electrical energy supplied to load zone corresponding to Customer's Service Locations as required to meet Customer's usage requirements. If Energy is listed as passed through on Schedule A such Energy will be settled day-ahead.
- **Energy Usage** – Customer's metered kWh.
- **Energy Usage Variance** – is the amount by which Customer's Energy Usage may surpass or fall short of the monthly expected kWh derived from Schedule B without incurring an Energy Usage Variance Charge.
- **Energy Usage Variance Charge** – is the incremental cost charged to Customer for Energy Usage Variances in excess of allowable Energy Usage Variance per Schedule A.
- **Governmental Authority** – any federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over APG&E or Customer or any transaction contemplated herein.
- **Holdover Rate** – a market-based month-to-month energy supply charge calculated using APG&E costing methodology, that may change with changes in market

## ELECTRICITY TERMS OF SERVICE – COMMERCIAL

inputs. There is not a limit on how much the Holdover Rate may change from one billing cycle to the next.

- **Hub Energy** – energy delivered to the commercial energy trading hub corresponding with Customer's delivery point.
- **Initial Term** – the number of Month(s) as specified in Schedule A of this Agreement.
- **ISO/RTO** – Independent System Operators or Regional Transmission Organizations that manage the flow of electricity on the electric grid.
- **Kilowatt (kW)** – a measure of demand for power; 1,000 watts.
- **Kilowatt-hour (kWh)** – the basic unit of measure of electric energy consumption.
- **Large Commercial Customer** – in **Maryland** a non-residential meter with a metered 30-minute demand that equals or exceeds 25kW, energy consumption in excess of 6,000 kWh in any 2 consecutive winter billing months, or 7,500 kWh for a single summer billing month; in **New Jersey** a non-coincident peak demand meter with 50 kW or greater over a 12 month calendar period; in **Pennsylvania** a meter with peak demand 25 kW or greater within the last 12 month calendar period; in **Ohio** a Mercantile Customer.
- **Line Losses** – cost of energy that is lost during transmission from the energy source (generators) to Customer, including Unaccounted For Energy (UFE).
- **Medium Commercial Customer** – a non-residential retail customer with peak demand of 50 kW or greater, but less than 1,000 kW, in the previous 12-month period.
- **Mercantile Customer** – in **Ohio** a commercial or industrial customer if the electricity consumed is for nonresidential use and Customer consumes more than 700,000 kWh per year or is part of a national account involving multiple facilities in one or more states.
- **MW** – a measure of demand for power; 1,000,000 watts.
- **PUC** – Public Utility Commission, the regulatory body in various states.
  - MPSC – Maryland Public Service Commission for the State of Maryland.
  - NJBPU – New Jersey Board of Public Utilities for the State of New Jersey.
  - PAPUC – Pennsylvania Public Utility Commission for the Commonwealth of Pennsylvania.
  - PUCO – Public Utilities Commission of Ohio for the State of Ohio.
- **REP** – Retail Electric Provider. An entity licensed by the PUC to offer and supply electric generation services. Also referred to as Electric Supplier in Maryland, Third Party Supplier or TPS in New Jersey, Competitive Retail Electric Service provider or CRES in Ohio, or Electric Generation Supplier or EGS in Pennsylvania A REP buys wholesale electricity, delivery service, and related services, prices electricity for customers, and sells electricity at retail. Under this Agreement your REP is APG&E.
- **Renewable Portfolio Standards ("RPS") Costs** – means the costs associated with meeting renewable portfolio standards at the levels required by currently applicable law.
- **Small Commercial** – in **Maryland** a non-residential meter that does not meet the definition of a Large Commercial Customer; in **New Jersey** a meter with non-coincident peak demand of 49 kW or less over a 12-month calendar period; in **Ohio** a commercial customer that is not a Mercantile Commercial customer; in **Pennsylvania** a non-residential meter with maximum registered peak load of less than 25 kW over the last 12 months.
- **Taxes** – any and all taxes and fees imposed on purchase or sale of electricity by any Governmental Authority. Customer will be responsible for, pay, and indemnify APG&E for all Taxes hereunder where not already included in Contract Price on Schedule A, whether imposed on Customer or APG&E. APG&E may collect such Taxes from Customer by increasing APG&E's charges for such Taxes.
- **Transmission Costs** – charge for Network Integration Transmission Service ("NITS") and Transmission Enhancement Charges ("TEC"), each as identified in the applicable Open Access Transmission Tariff ("OATT") for the provision of transmission service by ISO within Utility's service territory.
- **Utility** – utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers. Generally referred to as Local Energy Distribution Utility or **LDU** in Maryland, Local Distribution Company or **LDC** in New Jersey, Electric Distribution Company or **EDC** in Pennsylvania, and Electric Distribution Utility or **EDU** in Ohio.
- **Utility (LDU, LDC, EDC, or EDU) and PUC Charges** – charges or surcharges from a Utility arising from or related to and including but not limited to (i) transmission and distribution of electricity (other than Network Integration Transmission Service), (ii) stranded or transition costs and any other similar types of costs, and (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items.
- **Voluntary Renewable Energy Credits ("RECs")** – renewable energy sold by APG&E will be supplied from a variety of renewable generating sources including but not limited to wind, solar, biomass, or small hydro generators. APG&E will ensure that the appropriate number of RECs are retired to authenticate the amount of renewable energy purchased by Customer.
- **ZEC Costs** – costs associated with "Zero Emission Certificates", issued under legislation passed by relevant Governmental Authority, or designee, representing fuel diversity, air quality, and other environmental attributes of one MWh of electricity generated by an eligible source.

**ELECTRICITY TERMS OF SERVICE – COMMERCIAL**

<b>CONTACT INFORMATION</b>		
<b>APG&amp;E Contact Information:</b>		<b>APG&amp;E Entity and License #</b>
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: <a href="mailto:customer@apge.com">customer@apge.com</a> 6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: <a href="http://www.apge.com">www.apge.com</a>		AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231
		AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112
		AP Gas & Electric (NY), LLC NY PSC License # 6023AP
		AP Gas & Electric (OH), LLC PUCO License #12-541E(1)
		AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731
		AP Gas & Electric (TX), LLC PUCT License #10105
<b>EMERGENCY SERVICE:</b> In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.		
<b>State of Maryland</b>		
<b>Baltimore Gas and Electric Company (BG&amp;E)</b> 750 E. Pratt St., Baltimore, MD 21202 1-800-685-0123 <a href="http://www.bge.com">www.bge.com</a> <b>Potomac Edison</b> 10802 Bower Ave, Williamsport, MD 21795 1-888-544-4877 <a href="http://www.potomacedison.com">www.potomacedison.com</a> <b>Potomac Electric Power Company (PEPCO)</b> 701 Ninth St. NW, Washington, DC 20068 1-877-737-2662 <a href="http://www.pepco.com">www.pepco.com</a>		<b>Maryland Public Service Commission ("MPSC")</b> Phone (toll free): 1-800-492-0474 Monday through Friday 8am-5pm In writing: William Donald Schaefer Tower, 6 St Paul St., 16th Floor, Baltimore, MD 21202 <a href="http://www.psc.state.md.us">www.psc.state.md.us</a>
<b>State of New Jersey</b>		
<b>Atlantic City Electric</b> 1-800-642-3780 <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> <b>Jersey Central Power &amp; Light</b> 1-800-662-3115 <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a> <b>Public Service Electric &amp; Gas</b> 1-800-436-7734 <a href="http://www.pseg.com">www.pseg.com</a> <b>Rockland Electric Company</b> 1-877-434-4100 <a href="http://www.oru.com">www.oru.com</a>	<b>New Jersey Board of Public Utilities ("NJBPU")</b> Phone: 1-800-624-0241 In writing: New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Street, 9th Floor, Post Office Box 350, Trenton, NJ 08625-0350 Website: <a href="http://www.nj.gov/bpu">www.nj.gov/bpu</a>	
<b>State of Ohio</b>		
<b>Ohio Edison</b> 1-800-633-4766 <b>Cleveland Electric Illuminating</b> 1-800-589-3101 <b>Toledo Edison</b> 1-800-447-3333 <b>Cincinnati Gas &amp; Electric/Duke Ohio</b> 1-800-544-6900 <b>AEP Ohio Power/Columbus</b> 1-800-277-2177 <b>Southern</b> 1-877-468-8243 <b>Dayton Power &amp; Light</b>	<b>Public Utilities Commission of Ohio ("PUCO")</b> Phone: 1-800-686-7826 (toll free) 8am – 5pm weekdays; Hearing or speech impaired customers: 7-1-1 (Ohio relay service) <a href="http://www.puco.ohio.gov">http://www.puco.ohio.gov</a> Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. Phone: 1-877-742-5622 (toll free) 8am-5pm weekdays Website: <a href="http://www.pickocc.org">www.pickocc.org</a>	
<b>Commonwealth of Pennsylvania</b>		
<b>EDC Phone Number</b> <b>USP Number</b> <b>Duquesne Light</b> 1-412-393-7100     1-412-393-7100 <b>Met-Ed</b> 1-888-544-4877     1-800-207-9276 <b>PECO</b> 1-800-841-4141     1-800-494-4000 <b>Penelec</b> 1-888-544-4877     1-800-207-9276 <b>PP&amp;L</b> 1-800-342-5775 (option 1)     1-800-342-5775 <b>West Penn Power</b> 1-888-544-4877     1-800-207-1250	<b>Pennsylvania Public Utilities Commission ("PUC")</b> Phone: 1-800-692-7380 In writing: PO Box 3265, Harrisburg, PA 17105-3265 <b>Consumer's Dictionary for Electrical Competition</b> PAPowerSwitch <a href="http://www.puc.state.pa.us/consumer_info/electricity">www.puc.state.pa.us/consumer_info/electricity</a>	





# Direct Debit Authorization

**PLEASE RETURN EXECUTED DOCUMENT TO:**  
[customer@apge.com](mailto:customer@apge.com), or FAX: 888-456-2085, or by Mail:  
 APG&E, 6161 Savoy Drive, Suite 500, Houston, TX 77036

This written authority is to remain in full force and effect until APG&E and depository named below have received written notification from either party of its termination in such time and in such manner as to afford APG&E and depository named below a reasonable opportunity to act upon it.

New Authorization

This is a change to an existing Authorization

Customer Name:	Date:
LDC/ESI-ID or Account No(s):	
Signature 1:	Printed Name:
Signature 2 (if joint account):	Printed Name:
Email Address:	Phone No:

I (we) hereby authorize APG&E to initiate debit entries to my (our) Checking or Credit Account indicated below and the depository named to debit the same such account.

Method of Direct Debit:  Checking Account\*  Credit Card (Visa, Master Card or Discover)

Name on Checking Account:	Bank Name:
Transit Routing No:	Bank Account No:
Billing Address for Checking Account:	City, State and Zip:

Name on Credit Card (Master Card or Visa) :	Credit Card No:
Expiration Date:	CID (Validation Code on back of card)
Billing Address for Credit Card:	City, State and Zip:

**\*PLEASE INCLUDE COPY OF VOIDED CHECK FOR ELECTRONIC FUNDS TRANSFER**



## Proxy Meter Usage Form – Commercial

	Meter #1	Meter #2
1. Business Name		
2. ESI ID / LDC #		
3. Is this meter active? If not, please answer a. & b.:	Yes / No	Yes / No
a. Service Start Date		
b. Date usage expected to reach 100%		
4. Type of operation(s) behind the meter.	Apartment Complex Manufacturing Warehouse (non or refrigerated) Retail Religious Grocery Convenience Hotel or Motel Office Restaurant Clinic Hospital Car Wash Health Club Other: _____	Apartment Complex Manufacturing Warehouse (non or refrigerated) Retail Religious Grocery Convenience Hotel or Motel Office Restaurant Clinic Hospital Car Wash Health Club Other: _____
5. Are we serving a meter with similar consumption? <small>(If YES, please provide the ESI ID/LDC #)</small>	Yes / No	Yes / No
6. Please note the current status of the space.	Under Construction Vacated Occupied % of full capacity	Under Construction Vacated Occupied % of full capacity
7. Square footage of facility		
8. Days and Hours of Operation		
9. Is the space air conditioned?	Yes / No	Yes / No
10. Any special equipment/machines?	Yes / No	Yes / No
A. If yes, please note type here		
11. Estimated annual kWh usage		
12. Estimated peak kW		
13. Electric / Gas Heat		

Is there anything else unique about the load that you would like to note? Please do so below:

**Instructions**

- This form is to be used to claim from suppliers the sales and use tax exemption for utilities consumed in a production activity. **The completed form is to be provided to the supplier and not to the Compliance Division.**
- This form is not to be used to claim a resale exclusion or exemption other than the production activities exclusion.
- This form is not to be used to claim exemption for purchases other than those of gas, electricity, steam, oil or coal.
- Purchases of utilities and fuel by retail food vendors for use in processing food for sale are not eligible for exemption.

---

**SUPPLIER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code +4

---

**BUYER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Sales and Use Tax Registration Number

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code +4

---

**TYPE OF UTILITY FUEL (Check appropriate box)**

Gas

Electricity

Steam

Oil

Coal

If applicable, enter:

\_\_\_\_\_  
Service Location

\_\_\_\_\_  
Meter Number(s)

\_\_\_\_\_  
Utility Account Number

---

**Describe the purposes to which the utilities or fuel are being used, specifying the products produced**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY under the penalties of perjury that the above described utilities or fuel will be consumed directly and predominantly within the meaning of Regulation .10. (See Page 2 of this form for pertinent provisions of Regulation .10)

I understand that purchases of utilities and fuel by retail food vendors for use in processing food for sale are not eligible for exemption.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

**Regulation .10 Natural and Artificial Gas, Electricity, Steam, Oil and Coal**

**A. Consumption in Production Activities.**

- (1) The sale of gas, electricity, steam, oil, or coal, consumed directly and predominantly in a production activity is not subject to the tax. Production activities do not include processing food or a beverage by a retail food vendor or operating administrative or commercial facilities, such as offices, sales and display rooms, retail outlets and storage facilities, including refrigerated storage facilities.
- (2) If electricity, gas, or steam is sold through a single meter for both exempt and taxable uses, the purpose which consumes the majority of the electricity, gas, or steam is the basis for determining the taxability of the sale. The buyer shall determine the majority usage, considering the relative connected load for each purpose and the relative time of operation of each over a period of one year, unless the circumstances of a particular case require a different period. Similarly, the taxability of purchases of oil or coal is determined by the majority use where it is impracticable to measure separately the amount purchased for each purpose.
- (3) If the sale of electricity or natural gas is exempt from tax, the sale of the transmission, distribution, or delivery of that electricity or natural gas is also exempt from tax.
- (4) In order to obtain this exclusion, the buyer of gas, electricity, steam, oil or coal shall present to the vendor of the commodity and the vendor of the transmission, distribution, or delivery service a certification, upon a form available from the comptroller, setting forth the basis for the claimed exemption. Upon presentation of the completed and signed form, the vendor may not collect the tax until notified by the comptroller to resume collection or until the certification is revoked by the buyer. The buyer shall revoke the certification when no longer entitled to exclusion under the terms of this regulation.

**B. Exempt Buyers.**

- (1) A person operating a non-profit religious, charitable, or educational organization possessing an exemption certificate issued by the comptroller under Regulation .22, and other persons possessing an exemption certificate issued by the comptroller, may claim exemption for the tax on gas, electricity, steam, oil, coal, or the transmission, distribution, or delivery of electricity or natural gas by providing a photocopy of this certificate to the vendor.
- (2) A member of a foreign diplomatic corps may purchase gas, electricity, steam, oil, coal or the transmission, distribution, or delivery of electricity or natural gas free of tax by presenting to the vendor the evidence of exemption issued by the United States Department of State.

**Special Instructions for Restaurants and Other Food Servers**

Purchases of utilities and fuel by retail food vendors for use in processing food for sale are not eligible for exemption.

---

**Note: Do not mail this form to the Compliance Division. The completed form is to be provided to the supplier and not to the Compliance Division.**

For more information email questions to: CDSTREFUNDS@comp.state.md.us or call 410-767-1530.

Maryland Relay Service (MRS) 711.

Direct inquiries to:

Comptroller of Maryland  
Compliance Division  
301 West Preston Street, Room 303  
Baltimore, Maryland 21201-2383