



ELECTRIC SERVICE AGREEMENT – OHIO – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES (EAST), LLC (“Supplier”) 6555 Sierra Drive Irving, TX 75039		Phone: 877-331-3045 Email: CustCare@dynegy.com	Web: www.Dynegy.com
Business Name (“Customer”):			
Contact Name:		Phone #:	
Street Address:		City:	
State:		Zip:	
Email:		RTO:	PJM
Offer Date:		Utility:	

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1: CHARGES FOR ELECTRICITY		
Term Months:	Delivery Term Begins:	Power Price (\$/kWh):

Eligibility: This Agreement is only applicable to commercial accounts and are not part of a national account involving multiple facilities in one or more states, as defined by the Utility (“Utility”) and/or as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier’s sole discretion, it is determined Customer is ineligible for this offer.

Net Metering: Customer must enroll, and be accepted in, as applicable by state law, Supplier’s net metering program in order to participate in net metering with Supplier.

Customer:		Customer Notice, if different from above: (Do not use P.O. Box)	
		ATTN:	
Signature:		Address:	
Print Name:			
Print Title:		E-mail:	
Date:		Phone:	
<input type="checkbox"/> Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01 <input type="checkbox"/> Initial here for authorization for electronic mail communication			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records. Supplier will forward all necessary documents to the Utility.



Ohio Electric Service Agreement – Terms and Conditions

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the “Agreement”), by and between Dynergy Energy Services (East), LLC (“Supplier”) and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier’s and Customer’s understandings and agreements regarding Customer’s full requirements for electricity to the Account(s) set forth in Table 2 (“Retail Power”). Supplier and Customer may be referred to herein individually as a “Party” and collectively as the “Parties”. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards (“RPS”) requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under Delivery Term Begins in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under Delivery Term Ends in Table 1 (“Term”).

3. Renewal

THIS AGREEMENT WILL EXPIRE WITH YOUR REGULARLY SCHEDULED METER READING DATE FOR THE MONTH NOTED IN TABLE 1 UNDER DELIVERY TERM ENDS AND MAY AUTOMATICALLY RENEW AS DESCRIBED IN THE RENEWAL NOTICE. At least 45 calendar days prior to the Expiration Date, Supplier will provide Customer with a written notice (“Renewal Notice”) of the pending expiration of this Agreement which describes any changes to this Agreement and notifies Customer of either (i) the automatic renewal of the agreement at the specified Price and Term in the notice (“Renewal Term”), or (ii) return to the utility’s supply service following the end of the Term. UNLESS, WITHIN 21 DAYS OF THE POSTMARK OF THE NOTICE, CUSTOMER INFORMS SUPPLIER IN WRITING BY SENDING AN EMAIL TO CustCare@Dynergy.com OR BY U.S. MAIL TO DYNEGY, ATTN: CUSTOMER CARE, 6555 SIERRA DRIVE IRVING, TEXAS, 75039 OR BY TELEPHONE AT (877)331-3045 THAT CUSTOMER DECLINES TO RENEW THIS AGREEMENT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE AND BE RETURN TO UTILITY SERVICE. If Dynergy does not receive Customer’s written statement or phone call within the timeframe set forth above, Customer will be deemed to have irrevocably and unconditionally renewed this Agreement for the terms and conditions set forth in this Agreement.

4. Billing and Payment

The charges for electricity provided by Dynergy will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by Dynergy under this Agreement. Though Dynergy does not offer budget billing for the electricity provided, the Customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from Dynergy, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments, as determined by Supplier in a commercially reasonable manner, during the Term of this Agreement, Supplier may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following the termination date.

6. Early Termination

Customer's electric utility will send Customer a notice confirming the switch to Dynergy for electricity. **Customer may cancel this Agreement without penalty within seven (7) calendar days of the postmark on the electric utility's confirmation notice of the switch to Dynergy by contacting Customer's electric utility by telephone or in writing in accordance with the cancellation instructions on that notice.** After the seven-day cancellation period, Customer must contact Dynergy to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer may be charged an early termination fee, by account, calculated by Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law. There is no fee for early termination during any Renewal Term. Customer may terminate this Agreement without penalty if Customer moves outside of Dynergy's service area or into an area where Dynergy charges a different price for electricity.

7. Termination

Dynergy may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this agreement or fails to meet any agreed-upon payment arrangements. Dynergy may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits Dynergy from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service ("CRES") CRES provider. The effective date of any termination by Customer or Dynergy will be the next available meter read date after expiration of any required notice period and processing by the electric utility and Dynergy of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Limitation of Liability; Jury Trial Waiver

Customer agrees that neither Dynergy nor any of its employees, affiliates, agents, or subcontractors (collectively, "Dynergy Parties") will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The Dynergy Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The Dynergy Parties' liability will be limited to direct actual damages only. In no event will the Dynergy Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

9. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non- Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

10. Change in Law or Regulatory Event

Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio ("PUCO"), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission ("FERC"), and Regional Transmission Organizations ("RTO") that operate multi-state regional electric transmission systems such as PJM Interconnection LLC ("PJM"), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). Dynergy has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for Dynergy, Customer agrees that Dynergy may in its sole discretion propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by Dynergy under this Agreement. If Dynergy proposes new contract terms in accordance with this clause, Dynergy will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by Dynergy, and (3) when the new contract terms will take effect following

Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and Dynergy, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity.

11. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

12. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website (www.Dynergy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

13. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

14. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

15. Independent Seller

In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, the pricing contained herein may be inclusive of a broker fee. Additionally, I affirm my agreement that Dynergy and entities calling on behalf of Dynergy may make calls to the number(s) I may have provided, or will provide during the term of this Agreement, regarding my account, including about amounts due. Also, I understand that prior to entering into this Agreement, that no guarantee of savings during the Term or the term of any renewal is being provided.



16. Customer Service

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact Dynegy toll free at (877) 331-3045. Customer Care Representatives are available Monday – Friday, 8:00 am - 8:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact Dynegy by email: CustCare@Dynegy.com, or by US Mail at Dynegy Attn: Customer Care, 6555 SIERRA DRIVE IRVING, TEXAS, 75039. Customer may also visit Dynegy's website at www.dynegy.com.

17. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.