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 Phone: (401) 684-1443 • [Enroll@firstpointpower.com](mailto:Enroll@firstpointpower.com) • [www.FirstPointPower.com](http://www.FirstPointPower.com)

Date: \_\_\_\_\_

Broker Name: \_\_\_\_\_

### CUSTOMER INFORMATION

<p>*First Name _____</p> <p>*Last Name _____</p> <p>Business Name _____</p> <p>*Email _____</p> <p>*Phone _____</p> <p>Fax _____</p> <p>Account Holder Last 4 of SSN _____ EIN _____</p>	<p>Primary Contact (if different) _____</p> <p>Contact Phone (if different) _____</p> <p>Contact Email (if different) _____</p> <p>*Billing Address _____</p> <p>*Billing City _____</p> <p>*Billing State _____ *Billing Zip _____</p> <p>Check if Tax Exempt (must include exempt form) <input type="checkbox"/></p>
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\*required field

### ENROLLMENT INFORMATION

<u>Account Type</u>	<u>Local Utility</u>	<u>Product</u>
<input type="checkbox"/> Residential	<input type="checkbox"/> Atlantic City Electric	<input type="checkbox"/> Variable Rate
<input type="checkbox"/> Commercial	<input type="checkbox"/> Jersey Central Power & Light	<input type="checkbox"/> Fixed Rate at \$0. ____ per KWH for Term of ____ months
	<input type="checkbox"/> Orange & Rockland Electric	Fixed Rate "Start Date" (MM/YYYY): ____ / ____
	<input type="checkbox"/> PSE&G	Fixed Rate "End Date" (MM/YYYY): ____ / ____

### ACCOUNTS


For more than 8 accounts, refer to Electricity Sales Agreement Addendum.

### TERMS AND CONDITIONS

**First Point Power, LLC** ("FPP") is pleased to supply electricity to your home or business. The purpose of this form is to authorize a change in your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to FPP, you hereby appoint and designate FPP as your electricity supplier for your full electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and term herein. Your enrollment with us is subject to our acceptance. Your Electricity Sales Agreement ("Agreement") with FPP, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with FPP ("Enrollment Consent") and (ii) the terms and conditions contained herein, and (iii) an Electricity Sales Agreement Addendum, if applicable. Throughout this document, the words "you" and "your" refer to the customer identified in the Enrollment Consent. The words "we", "us" and "our" refer to FPP. The words "LDC" and "Utility" refer to your local distribution company Atlantic City Electric, Jersey Central Power

Customer Initials \_\_\_\_\_



# New Jersey Enrollment Form

& Light, Orange & Rockland Electric, or PSE&G. FPP is a licensed third party supplier (“TPS”) by the New Jersey, BPU, and our license number is ESL-0161.

## 1. Rate:

**a. Variable Rate:** The rate will be a variable month to month rate. The rate will be established each month based upon electricity market pricing, transportation or transmission, commodity prices, and other factors, which may cause volatility in your monthly rate from time to time. Charges will also include all applicable state and local sales and gross earnings taxes. Unforeseen events in the energy market may cause our price to be higher or lower than the standard offer price in any particular month.

**b. Fixed Rate:** The rate will remain constant for the Term detailed herein this agreement. The fixed rate may be higher or lower than what your standard offer price would be in any particular month.

## 2. Term:

**a. Variable Rate Customer:** This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty. Your service with us will start on your next available meter read date once the Agreement is accepted by us.

**b. Fixed Rate Customer:** Subject to the Agreement being accepted by us, your fixed rate with us shall commence on the first available meter read date in or after the month in the Start Date, and end on the first available meter read date in or after the month in the End Date. If we are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled LDC meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control. We will notify you 30 days prior to the expiration in writing and/or email with a fixed rate per kWh at which we would continue to serve you during a renewal period. If your account is not renewed on a fixed rate, your account(s) will automatically be enrolled and billed at our standard variable rate product at that time to which you agree to pay in accordance with Paragraph 4 below. If we don’t receive affirmative confirmation from you for a renewal price, we will only continue to supply your account at a price equal to or lower than the fixed rate on this contract. If we cannot provide service at an equal rate or lower and have not received your affirmative agreement for a renewal price, your account(s) will be switched to the LDC for electric generation service with 30 day notice sent prior to the effective date of the switch. You may instruct us at any time prior to the expiration to return your accounts to your LDC at the expiration of the Agreement.

**3. Termination Rights:** Any or all of your account(s) that are terminated or cancelled shall be returned to the LDC unless you contract with another TPS for electric generation service. It may take as little as two days up to a couple billing cycles for your account(s) to be returned to the LDC depending on your meter read date and date you notify us to cancel. You are required to pay all of the charges for the electricity supplied by us until such time as the LDC or other supplier actually begins supplying the electricity to your account(s). You will receive a confirmation email or mailed letter shortly after enrolling with FPP. You will have seven calendar days from the date of the confirmation notice to contact FPP and rescind your agreement without penalty. Furthermore, this contract for electric generation supply service shall not be legally binding upon you until the seven-day confirmation period has expired, and you have not, directly or indirectly, rescinded your selection. First Point Power may terminate this agreement for non-payment if after sending you a 30-day notice from us the non-payment is not remedied. You may terminate this contract without penalty as a result of relocation within or outside the LDC’s franchise area, a disability that renders you unable to pay for the TPS’s service, or death.

**a. Variable Rate Customer:** There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. FPP may cancel this agreement at any time for any reason. If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules.

**b. Fixed Rate Customer:** If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. Should you terminate this Agreement before the term expires or if we drop you for non-payment of your bill you hereby agree to pay us an early terminate fee for failure to adhere to these within terms and conditions:

**i. Residential Customer:** One-time early termination fee of \$100.00 per residential account.

**ii. Commercial Customer:** You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, you shall pay to FPP, as an “Early Termination Fee” consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which you have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement as though service was provided to you by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to you over the entire Term of this Agreement.

**4. Billing Payment & Fees:** First Point Power will bill you through your Local Distribution Company’s (“LDC”) consolidated billing program, payment is due in accordance with the LDC’s rules. In the event that your LDC does not accept or subsequently removes some or all of your accounts from its consolidated billing program, We have the option to: (i) bill you separately for the electric supply you receive from Us or (ii) terminate this Agreement as to some or all of your accounts and return such accounts to your LDC for your electric supply. In the event that we exercise the option to bill you separately, payment is due within fifteen five (15) days of the date on the invoice and if payment is not received within such fifteen five (15) day period, it is considered late. If we bill you separately, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under consolidated billing, a late payment charge will be assessed at the same rate and in the same manner as your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any collection fees we incur in collecting your outstanding invoices, charges, or Early Termination Fees as described in Paragraph 3, above.

**5. Budget Plan:** FPP does not offer a budget plan at this time.

Customer Initials \_\_\_\_\_



# New Jersey Enrollment Form

**6. Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to the BPU Division of Customer Assistance at 1-800-624-0241.

**7. Customer Service Contact Information:** Please contact us via phone at (888) 875-1711; by mail at First Point Power, LLC, 300 Jefferson Blvd Suite 104, Warwick RI 02888 or local at 90 Washington Valley Road, Bedminster, New Jersey, 07921; or by email at info@firstpointpower.com

**8. Electricity Emergencies:** In the event of an electric-related emergency such as a power outage, you should call your LDC at its emergency phone number listed below.

Utility (LDC)	Customer Service	Emergency
Atlantic City Electric	1-800-642-3780	1-800-833-7476
Jersey Central Power & Light	1-800-662-3115	1-888-544-4877

Utility (LDC)	Customer Service	Emergency
Orange & Rockland Electric	1-877-434-4100	1-877-434-4100
PSE&G	1-800-436-7734	1-800-880-7734

**9. Information Release Authorization:** Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the Utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.

**10. Default Liability:** Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we 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.

**11. Deposits:** FPP does not collect deposits at this time.

**12. No Warranties:** We provide no warranties express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the LDC or other TPS.

**13. Entire Agreement:** This Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by this Agreement.

**14. Force Majeure:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your LDC which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**15. Assignment:** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in your state. Any such assignee shall agree to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder.

**16. General Provisions:** We will keep confidential any information pertaining to you which you provide. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein to pass through such cost increases.

Customer Name: \_\_\_\_\_ Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_