



# MAA Commercial Natural Gas and/or Electricity Supply Agreements

ACCOUNT HOLDER INFORMATION

PROGRAM CODE MAC011, MCV001

## Your Choice Plans:

**Electricity**

Fixed Price \_\_\_\_\_ month(s) at \$ \_\_\_\_\_/per kWh

Variable Month to Month Price per kWh (price will vary monthly)

National Grid

Eversource  Eversource West (WMECO)

Estimated Annual Usage \_\_\_\_\_

Requested Supply Date \_\_\_\_\_ OR  ASAP  
MM / YYYY

Schedule A Attached Number of Locations: \_\_\_\_\_

Offer is valid until \_\_\_\_\_, \_\_\_\_\_ Time  
MM/DD/YYYY

**Natural Gas**

Fixed Price \_\_\_\_\_ month(s) at \$ \_\_\_\_\_/per therm

Variable Month to Month Price per therm (price will vary monthly)

National Grid

Eversource Meter # \_\_\_\_\_

Estimated Annual Usage \_\_\_\_\_

Requested Supply Date \_\_\_\_\_ OR  ASAP  
MM / YYYY

Schedule A Attached Number of Locations: \_\_\_\_\_

Offer is valid until \_\_\_\_\_, \_\_\_\_\_ Time  
MM/DD/YYYY

### Account Holder Information

The Agreement(s) is/are for natural gas and/or electric generation service between SFE Energy Massachusetts, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Tax exempt form attached?

Account Holder Name \_\_\_\_\_

Business Legal Name \_\_\_\_\_

Billing Address \_\_\_\_\_

Cell Number \_\_\_\_\_ Alternate / Business Phone Number \_\_\_\_\_ Date of Birth (Residential Only) \_\_\_\_\_

Email Address (by providing my email address above I agree to receive notifications and information from SFE and its affiliates) \_\_\_\_\_

Service Address (if different from above) \_\_\_\_\_

Electric Utility Account Number \_\_\_\_\_ Natural Gas Utility Account Number \_\_\_\_\_

Electricity - Name Validator \_\_\_\_\_ Natural Gas - Name Validator \_\_\_\_\_

## CUSTOMER DISCLOSURE STATEMENT

- SFE is licensed by the Massachusetts Department of Public Utilities ("MDPU") to offer natural gas (MDPU License Number GS-057) and/or electric generation service (MDPU License Number CS-0119) in Massachusetts.
- SFE sets the prices and charges as selected above ("Price") that the Applicant pays. The MDPU regulates distribution prices and services.
- The Applicant will receive one bill from the Applicant's local distribution company and/or electric distribution company ("Utility") for natural gas and/or electric generation service.
- The Applicant will buy their natural gas and/or electric generation service for the above Service Address and/or the Service Address(es) as outlined in the Schedule A from SFE beginning on a date set by the Applicant's Utility and will continue for the term selected above ("Term").
- SFE will use reasonable commercial efforts to begin supply on or near the date requested (please see Section 2 of the Terms and Conditions).
- If the Applicant selected a Fixed Price, SFE may renew, including automatic renewals, the Agreement(s) at the end of the Term. Please refer to Section 10 of the Terms and Conditions for details.
- If the Applicant selected a Fixed Price and early terminates the Agreement(s), early termination fees of \$0.18 per therm for the estimated usage for the remainder of the Term of the Agreement of natural gas supply and/or \$0.015 per kWh for the estimated usage for the remainder of the Term of the Agreement of the electric generation service, plus applicable taxes, shall apply.

**APPLICANT AWARENESS:** The Applicant understands that the Sales Representative is representing SFE and is not from the Utility. The Applicant understands that by choosing SFE as their natural gas and/or electric generation service provider, the Utility will continue to deliver the Applicant's natural gas and/or electric generation service, read the Applicant's meter, bill the Applicant, and respond to any emergencies. The Applicant is the account holder and/or the Contact authorized to make account decisions.

(By signing below, the Applicant agrees to purchase natural gas and/or electric generation service from SFE and acknowledges that they have read the Agreement(s) and understand and agree to the Terms and Conditions of the Agreement(s).)

\_\_\_\_\_  
**Contact Signature**                      **Contact Print Name**                      **Title**                      **Signing Date:** \_\_\_\_\_  
(I have authority to bind the Applicant to this Agreement)                      MONTH                      DAY                      YEAR

\_\_\_\_\_  
**Sales Representative Signature**                      **Sales Representative Print Name**                      **Sales Representative ID Number**

**Office Use Only**

\_\_\_\_\_  
**SFE Representative Signature (Counter Sign)**                      **Contact Print Name**                      **Title**                      **Signing Date:** \_\_\_\_\_  
Please email the completed form as a saved pdf to [commercial@sfeenergy.com](mailto:commercial@sfeenergy.com)                      MONTH                      DAY                      YEAR

**TPV Confirm #** \_\_\_\_\_

--To: SFE Energy Massachusetts, Inc. ("SFE") and the local distribution company and/or electric distribution company ("Utility") for the Service Address(es) on the Agreement(s).

## TERMS AND CONDITIONS

**1. Agency.** The Applicant hereby appoints SFE as agent for the purposes of (i) acquiring the supplies necessary to meet the Applicant's natural gas and/or electric generation service, and (ii) arranging, contracting for, and/or administering transmission, distribution and related services over transportation/transmission facilities and those of the Utility needed to deliver natural gas and/or electric generation service to the Applicant's Service Address(es). The Agreement(s) is/are for the sale and purchase of natural gas and/or electric generation service and is between SFE and the Applicant under which the Applicant shall initiate natural gas and/or electric generation service and begin enrollment with SFE (the "Agreement(s)"). Subject to the Terms and Conditions of the Agreement(s), SFE agrees to sell and deliver, and the Applicant agrees to purchase and accept, the quantity of natural gas and/or electric generation service, as estimated by SFE, necessary to meet the requirements based upon consumption data obtained by SFE or the delivery schedule of the Applicant's Utility. The amount of natural gas and/or electric generation service delivered under the Agreement(s) is/are subject to change based upon data reflecting the Applicant's consumption determined by SFE or obtained from the Utility delivery schedule.

**2. Length of Agreement.** The Applicant acknowledges that the commencement of the Agreement(s) begins on the date in which the Applicant has signed the Agreement(s) ("Start Date"). If a specific Supply Date is requested on the first page of this Agreement, SFE will use reasonable commercial efforts to begin supply on or near the date requested. If no Supply date is requested, SFE shall use reasonable commercial efforts to attempt to flow on the next available date. The Applicant acknowledges that the service under the Agreement depends upon the date on which the Applicant's Utility completes all applicable switching and enrollment processes ("Supply Date"). The Applicant further acknowledges that the timing for the Utility's completion of the switching and enrollment processes is beyond SFE's control, and SFE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement is the meter reading date after the entire term of the Agreement ("End Date") (as selected by the Applicant on the first page of the Agreement) from the Supply Date, plus any time required to obtain a final meter read. The Term of the Applicant Agreement is the period from the Supply Date to the End Date.

**3. Natural Gas and/or Electricity Billing:** The Applicant acknowledges that their Utility will bill them for the natural gas and/or electric generation service delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of natural gas and/or electric generation service delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's Utility's billing practice and the Applicant's Utility's usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement(s), SFE may choose to bill the Applicant directly for all costs associated with the supply and delivery of natural gas and/or electric generation service to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of SFE billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that SFE bills the Applicant directly, SFE's billing terms will be as follows: SFE shall invoice the Applicant monthly for all amounts due to SFE pursuant to the Agreement(s) for the applicable billing period. The Applicant shall pay to SFE in full any amounts owing by the due date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. SFE or the Applicant's Utility is entitled to revise any bill if necessary to account for any reassessment by the Applicant's Utility. The Applicant's Utility will determine the amount of natural gas and/or electric generation service that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and SFE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, and any legal and collection costs. SFE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by SFE or by the Applicant's Utility resulting from an actual meter read or consumption adjustment.

**4. Pricing.** The Price that the Applicant will pay for the natural gas and/or electric generation service from SFE, is as selected on the first page of the Agreement(s).

**Fixed Price for Electricity:** If the Applicant selected the Fixed Price, the Price per kWh includes applicable costs for delivery to the applicable Load Bus, excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGC/ EDC charges.

**Fixed Price for Natural Gas:** If the Applicant selected a Fixed Price, the Price per therm includes applicable costs for transmission and delivery for Natural Gas delivered to Your NGC/EDC's city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGC/ EDC charges.

**Variable Price for Electricity:** If the Applicant selected the Variable Price, the Price per kWh will be established prior to the month of flow and may vary each month based upon the costs incurred by SFE to provide the service through procurement in RTO-administered and/or other short term markets, as well as the cost for supply and associated products that SFE requires to meet the Applicant's Electricity supply. These associated products may include, but not limited to, energy, imbalance energy, losses, capacity, transmission, ancillary services, alternate and renewable energy requirements, other RTO charges, a margin and applicable taxes. The Variable Price will be set at SFE's discretion.

**Variable Price for Natural Gas:** If the Applicant selected the Variable Price, the Price per Ccf/Mcf/therm/Dth will be established prior to the month of flow and may vary each month based upon Natural Gas market pricing, transportation costs, storage costs, utility charges, balancing costs, loss factors, pooling charges, credit costs, a margin, other market price related factors and applicable taxes. The Variable Price will be set at SFE's discretion.

**5. Change in Law.** SFE may pass through or allocate, as the case may be, any increase or decrease in our costs or cost components (including changes to rate calculation) related to the natural gas supply and/or electric generation service and related products and services that results from the implementation of a new (or changes to any) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, Utility or ISO tariff, rule of any regulatory commission or agency with jurisdiction in the state in which the accounts are located. Such increases or decreases will be included in subsequent invoices or billing to you. The changes as described here may change any or all of the components described within this Agreement regardless of how they are classified.

**6. Title.** All natural gas and/or electric generation service sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the Utility City Gate (located outside of the municipality of the Service Address(es) or Utility load bus, and shall constitute the point at which title transfers and the sale occurs. SFE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electric generation service provided in the Agreement(s).

**7. Cancellation Provisions.** Regardless of the Price selected, the Applicant is liable for all SFE charges until the Applicant returns to the Utility's default generation service or switches to another supplier. A final bill will be rendered after the final scheduled meter reading; however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading. The cancellation will become effective on a date determined by the Applicant's Utility. If a new provider is not selected upon cancellation of the Agreement(s) the Applicant shall be returned to its Utility supply service. To cancel/rescind the contract, the Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 15). If the Applicant plans to move to another location, the Applicant may transfer the Agreement(s) by notifying SFE (see Section 15), of the Applicant's new Service Address(es) at least forty-five (45) days in advance of the anticipated relocation date. Upon receipt of such notice, SFE will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address(es). If the Applicant's Utility provides SFE with a notification of a change of address within the Applicant's Utility supply service area and when SFE receives such

notice, it will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address(es). Otherwise, the Agreement(s) shall be automatically cancelled and, if the Applicant selected a Fixed Price, early termination fees of \$0.18 per therm and \$0.015 per kWh, plus applicable taxes, for the estimated usage of the natural gas and/or electric generation service for the remainder of each Agreement shall apply. The cancellation will become effective on a date determined by the Utility. The Applicant also agrees to notify SFE in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. The Applicant agrees that SFE may terminate the Agreement(s) at any time by providing at least ten (10) days' written notice if SFE is unable or is prevented from complying with any of the obligations it owes as a result of a regulatory change or change to the Utility service agreement or if the Utility is unable or is prevented from complying with any of the obligations it owes to SFE under this service agreement. If SFE terminates the Fixed Price Agreement(s), unless for a reason out of the Applicant's control such as a regulatory change, early termination fees of \$0.18 per therm and \$0.015 per kWh for the estimated usage natural gas and/or electric generation service for the remainder of each Agreement shall apply. Reasons for cancellation may include but are not limited to:

**Non-Payment** – If the Applicant's natural gas and/or electric generation service is cancelled by the Applicant's Utility, then the Agreement(s) is/are cancelled on the date that the Applicant's natural gas and/or electric generation service is cancelled. The Applicant will owe SFE for amounts unpaid up to the date of cancellation.

**Net Meter Customers** – SFE may cancel the Electricity Agreement if SFE is notified that the Applicant has a net meter.

**Residential Customers** – SFE may cancel the Agreement(s) if SFE is notified that the Applicant is a residential customer.

**Material Breach** – The Applicant has breached any terms of the Agreement(s) in any way.

**Regulatory Changes** – If, at some future date, there is a change in any law, rule, regulation or pricing structure whereby SFE is prevented or prohibited, from carrying out the term of the Agreement(s)

**8. Assignment.** The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under the Agreement(s). SFE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations thereunder, to another energy supplier, natural gas and/or electric generation service or other entity as authorized by the MDPU, by providing the Applicant with at least ten (10) days' notice.

**9. Information Release Authorization.** The Applicant acknowledges and authorizes SFE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the Utility: consumption history; billing determinants; Utility account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. The Applicant's execution of the Agreement(s) shall constitute authorization for the release of this information to SFE. The Applicant consents to provide SFE with a copy of the Applicant's Utility bill(s) in order to process the Agreement(s) with the Utility. SFE does not guarantee to provide or return the bill or a copy of the bill to the Applicant. This authorization will remain in effect during the initial Term and any Renewal and/or automatic renewal of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice to SFE or by calling SFE (see Section 15). SFE reserves the right to cancel the Agreement(s) in the event the Applicant rescinds the authorization.

#### **10. Agreement Expiration/Renewal Provisions/Change in Terms:**

**Fixed Price Agreement(s):** If the Applicant selected a Fixed Price, at the end of the initial term of the Agreement(s), SFE receives no notification from the NGU/EDC, or client the Agreement(s) will continue on a month to month basis at a monthly Variable Price per kWh/therm as outlined in section four (4). Should the Applicant wish to terminate the Agreement(s) at any time after the initial term, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice to not renew, SFE will return the Applicant to their NGU/EDC supply service at the next available service period.

**Variable Price Agreement(s):** If the Applicant selected a Variable Price and the Applicant wishes to terminate the Agreement(s) at any time, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice, SFE will return the Applicant to their NGU/EDC supply service at the next available service period.

**11. Material Change.** In the event that additional charges, fees, or other costs are incurred or applied by any regulatory body, ISO, Utility or other entity, as a result of a material change to the Applicant's consumption, capacity/transmission obligation, or other components required to serve the Applicant, and SFE incurs material incremental costs required to maintain the same quantity, location or level of services contemplated in this Agreement, SFE may charge the Applicant for the purchase/liquidation of energy or related services bought or sold as a result of said Material Change. SFE shall pass incremental costs along to the Applicant at no markup.

**12. Warranty.** The Agreement(s) for natural gas and/or electric generation service, including applicable attachments, constitutes the entire agreement for the supply of natural gas and/or electric generation service between the Applicant and SFE. SFE makes no representations or warranties other than those expressly set forth in the Agreement(s), and SFE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**13. Force Majeure.** SFE will make commercially reasonable efforts to provide natural gas and/or electric generation service hereunder, but SFE does not guarantee a continuous supply of natural gas and/or electric generation service to the Applicant. Certain causes and events out of the control of SFE ("Force Majeure Events") may result in interruptions in service. SFE will not be liable for any such interruptions caused by a Force Majeure Event, and SFE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution or transmission system, non-performance by the Utility (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond SFE's control.

**14. Liability.** The remedy in any claim or suit by the Applicant will be solely limited to direct actual damages. By entering into the Agreement(s), the Applicant waives any right to any other remedy in law or equity. In no event will either SFE or the Applicant 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 the Agreement(s).

**15. Contact Information.** The Applicant may contact SFE's Customer Care at 1-888-659-4770 Monday through Friday 9:00 a.m. - 9:00 p.m and Saturday 12:00 p.m - 6:00 p.m EST (Customer Care hours subject to change). The Applicant may write to SFE at: SFE Energy Massachusetts, Inc., P.O. Box 967, Buffalo, NY 14240-0967 or via email at [cs@sfeenergy.com](mailto:cs@sfeenergy.com). SFE's fax number is 1-866-421-8098.

**16. Dispute Resolution.** In the event of a question or concern, please contact SFE. The Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 15). The parties agree to use their best efforts to resolve any dispute. If the Applicant is not satisfied after discussing the Applicant's concerns with SFE, the Applicant may contact the MDPU at: a) 1-877-886-5066, b) write to Consumer Division, Massachusetts Department of Public Utilities, One South Station, Boston, MA 02110 or c) internet site: [www.mass.gov/eea/agencies](http://www.mass.gov/eea/agencies). For all cases referred to the MDPU, the following MDPU rules will apply: Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action. To avoid falling into breach, You must still pay all undisputed sums by its due date.

**17. Taxes and Laws.** Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by the Applicant, and the Applicant agrees to indemnify SFE and hold SFE harmless from and against any and all such taxes. The Agreement(s) is/are subject to present and future legislation, orders, rules, regulations, or decisions of a duly

constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact SFE Customer Care (see Section 15) to provide such written notification, including written notification of renewed tax exemption. Otherwise, until You provide such proof, we are not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of Massachusetts without regard to the application of its conflicts of law principles.

**18. ARBITRATION.** THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND SFE ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT. The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or SFE. The award of the arbitrator shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and SFE shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

**19. CLASS ACTION WAIVER AND OTHER RESTRICTIONS.** ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND SFE EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT. The arbitrator's authority to resolve and make written awards is limited to Claims between You and SFE alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either Party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

**20. WAIVER OF JURY TRIAL.** SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND SFE, YOU AND SFE WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT, AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Agreement.

**21. Default Generation Service.** You are not required to enter into an agreement with SFE for natural gas and/or electric generation service. You may obtain Default Generation Service from Your Utility at rates set by them from time to time. There is no fee for terminating or initiating Default Generation Service with Your Utility if it is done concurrent with a scheduled meter read. If the Agreement(s) is/are cancelled for any reason, You will be responsible to pay for SFE's service under the Agreement(s) through the date that You are switched to another natural gas and/or electric generation supplier by Your Utility or Your natural gas and/or electric generation service is returned to Your Utility. This will usually take one to two billing cycles but is dependent on Your Utility. You will also be responsible to pay the early termination fee to SFE, if applicable.

**22. Delay or Failure to Exercise Rights.** No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

**23. Parties Bound.** The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.



SFE Energy Massachusetts, Inc.,  
 P.O. Box 967, Buffalo, NY 14240-0967  
 1-888-659-4770 cs@sfeenergy.com

MAA

## POWER DISCLOSURE LABEL

Electric power suppliers and distribution companies are required to provide customers with a disclosure label. The label enables consumers to look at the energy sources, air emissions, and information about the supplier's company in order to make a more informed choice of a power supplier.

### GENERATION PRICE

Average price per kWh at different levels of use. Prices do not include regulated charges for customer service and the price You pay for generation is set forth in the individualized agreement between You and SFE. Please refer to Your Agreement for details regarding the specific price You pay. If You have any further questions about what You pay for electricity per kWh, please contact SFE Energy Massachusetts, Inc. Customer Service number (see Section 15 of the Terms and Conditions).

Generation Price	Commercial Customers
All kWhs (1000 kWhs, 10,000 kWhs, 20,000 kWhs, 40,000 kWhs)	The average price that was charged was _____¢ kWh. Please refer to Your most recent bill and Your Agreement for actual prices.

Generation by fuel type as a percentage of total generation is supplied by ISO – New England who operates the regional power market.  Jan 2016 - Dec 2016	Power Source	Known Source	Residual Power	Total
	Gas	0%	36.49%	36.49%
	Nuclear	0%	34.49%	34.49%
	Coal	0%	3.38%	3.38%
	Jet	0%	0.00%	0.00%
	Oil	0%	6.85%	6.85%
	Diesel	0%	0.78%	0.78%
	Hydro	0%	4.84%	4.84%
	Waste to Energy	0%	1.19%	1.19%
	Wood	0%	1.87%	1.87%
	Other Renewables	0%	10.11%	10.11%
	Total	0%	100%	100%

The disclosure label applicable to all SFE Energy Massachusetts, Inc. customers is updated quarterly and available at <http://www.sfeenergy.com/powerdisclosurelabel>



SFE Energy Massachusetts, Inc.,  
 P.O. Box 967, Buffalo, NY 14240-0967  
 1-888-659-4770 cs@sfeenergy.com

System average emission rates are based on data for the fourth quarter 2016 and were prepared for New England Power Pool (NEPOOL) by ISO New England.

Carbon Dioxide (CO<sub>2</sub>), Nitrogen Oxides (NO<sub>x</sub>), Sulfur Dioxide (SO<sub>2</sub>) emission rates from these sources, relative to the regional average.

Emission Type	lbs per MWh
CO <sub>2</sub>	767.345
NO <sub>x</sub>	0.761
SO <sub>2</sub>	0.735

New unit emissions data for CO<sub>2</sub> is 760lbs/MWh; for NO<sub>x</sub> is .06 lbs/MWh; for SO<sub>2</sub> is .08 lbs/MWh

**Labor Information**

The NEPOOL generation resource labor characteristics percentages are based on the NEPOOL aggregate generating unit energies reported for the period January 1, 2016 through December 31, 2016.

76% of the electricity from System Power came from power sources with union contracts with their employees.

**Label Definitions**

**Generation Price**

The Generation Price does not include charges for Distribution Service, other Department regulated services or other non-generation products of services. The price does not change with usage level. See Your most recent bill for your monthly use and actual prices. Contact SFE for more information.

**Power Sources**

SFE procures its electricity supply, on behalf of its customers, from system power contracts, not from specific generating units. The electricity You consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power throughout the region as needed to meet the requirements of all customers in New England. When You choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to Your electricity use. Known Resources include resources that are owned by, or under contract to, the supplier. System Power represents power purchased in the regional electricity market. The System Power distribution presented in the table is based on the most recently available information provided by ISO New England System Power represents power purchased in the regional electricity market. Biomass refers to power plants that are fueled by wood or other plant matter. Hydro resources of greater than 30 megawatts in size are deemed "large hydro." All other hydro resources are deemed "small hydro." Other Renewables include fuel cells utilizing renewable fuel sources, landfill gas and ocean thermal.

**Emissions**

Emissions for each of the following pollutants are presented as a percent of the regional average emission rate. The Emission Rate chart represents the emission rate from a hypothetical new generation facility.

- **Carbon Dioxide (CO<sub>2</sub>)** is released when fossil fuels (e.g., coal, oil, and natural gas) are burned. Carbon dioxide is a greenhouse gas and a major contributor to global warming.
- **Nitrogen Oxides (NO<sub>x</sub>)** forms when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness in children with frequent high level exposure. NO<sub>x</sub> also contributes to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.
- **Sulfur Dioxide (SO<sub>2</sub>)** forms when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO<sub>2</sub> include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO<sub>2</sub> combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

**Labor Information**

The information on this label regarding whether generators or suppliers operate under collective bargaining agreements is provided to inform You about whether the energy was produced in plants where employee wages and working conditions are mutually determined by employees and management, and protected by union contracts. The information on this label regarding the use of replacement employees during a labor dispute is provided to inform You of whether or not a generator or supplier, during a strike by or lock-out of its employees, has replaced them with other workers.

**For More Information**

SFE Customer Care: **1-888-659-4770**  
 Massachusetts Division of Energy Resources website: <http://www.mass.gov/doer/>  
 Department of Public Utilities website: <http://www.magnet.state.ma.us/dpu/>