



**Energy Harbor LLC**

**New Jersey Natural Gas Agreement Pricing Attachment – Small Commercial**

By executing this completed Pricing Attachment, Customer acknowledges agreement with the Terms and Conditions (together the “Agreement”).

**CUSTOMER INFORMATION:**

<b>Company:</b>					
<b>Billing Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Contact Phone:</b>		<b>Email:</b>			
<b>Federal Tax ID #:</b>		<b>Tax Exempt (If “yes” please submit copy of certificate with contract):</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			

**ACCOUNT INFORMATION (if more than 1 account, please complete page 2):**

<b>Account #:</b>					
<b>Service Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

**LDC/Natural Gas Utility (Check One):**

<input checked="" type="checkbox"/> New Jersey Natural Gas	<input type="checkbox"/> South Jersey Gas	<input type="checkbox"/> Public Service Electric & Gas
<input type="checkbox"/> Elizabethtown Gas		

**Contract Term (Check One):**

_____ Months
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**Price Structure: Fixed**

<b>Natural Gas Supply Price</b>	<b>Contract Start Date (MM/YY)*</b>
_____ \$/therm	_____ / _____

*\*The Contract Start Date is an estimate only and shall be determined by the Natural Gas Local Distribution Company in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date upon which the Natural Gas Local Distribution Company determines to switch the Customer.*

I hereby agree to purchase natural gas from Energy Harbor under the Terms and Conditions that were included and presented with this offer. I understand and agree to those Terms and Conditions. I affirm that I am an authorized representative of the company listed below and that I have the authority to make decisions on behalf of the company regarding its choice of Energy Harbor for its natural gas supplier. Energy Harbor has my permission to obtain the past and current natural gas usage data of the company for the accounts listed below.

**Accepted and Agreed to:**

**Customer**

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Energy Harbor LLC**

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



**Energy Harbor LLC  
Supply Agreement Pricing Attachment – Additional Accounts**

**ACCOUNT INFORMATION (Only to be used if more than 1 account from Page 1. Please attach as many additional pages as necessary.)**

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

[For Small Commercial Customers with a cumulative peak load of 5,000 therms]

Customer:

Address:

LDC Account #:

**Third Party Supplier Contract Summary**

Third Party Supplier Information: <b>By entering into this contract, you are agreeing to purchase your gas supply from this supplier.</b>	Energy Harbor LLC (“Energy Harbor”) 1-888-651-5200 www.EnergyHarbor.com FirstChoice@EnergyHarbor.com 136 East Main Street, Unit 3 Denville, NJ 07834 BPU license GSL-0216 Energy Harbor is responsible for your gas supply.
Price Structure:	<b>Fixed</b>
Generation/Supply Price:	_____ \$ / therm
Statement Regarding Savings:	The supply price in this Agreement may not always provide savings to the customer.
Amount of Time Required to Change From TPS Back to Default Service or to Another TPS:	If you cancel your service with Energy Harbor, you can expect to be returned to your Local Distribution Company (“LDC”) or another Third Party Supplier in approximately thirty (30) days.
Incentives:	[None]
Right to Cancel/Rescind:	You have no period in which you have the right to rescind without any penalty.
Contract Start Date:	_____ [MM/YYYY]
Contract Term/Length:	_____ months
Cancellation/Early Termination Fees:	Yes. If you terminate this Agreement for any reason except as expressly provided herein, you will be charged any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the natural gas supply price at the time of execution of the Pricing Attachment, less the market value of Customer’s natural gas supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices.
Renewal Terms:	You will receive written notification from Energy Harbor forty-five (45) calendar days before your last meter reading of any renewal offer and the details of any changes to the Terms and Conditions or pricing to be effective during the renewal period (“Renewal Notice”). In the Renewal Notice, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. If you do not respond to a Renewal Notice as set forth therein, at Energy Harbor’s option this Agreement will continue on a month-to-month basis (the “Renewal Term”) until you either enter into a new agreement with Energy Harbor or you or Energy Harbor cancel this Agreement. During the Renewal Term, the Terms and Conditions shall remain the same except that the Generation/Supply Price shall be a variable price that may be higher or lower each month and will be determined in Energy Harbor’s sole discretion, based upon generally prevailing market and business conditions (including but not limited to Energy Harbor’s cost to provide service and supply, margin, losses, and other applicable charges) at the applicable natural gas market area for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one billing month to the next.
Distribution Company Information:	New Jersey Natural Gas;www.njng.com Emergency Phone: 1-800-427-5325; Customer Service: 1-800-221-0051 Your LDC will continue to deliver the gas and you will continue to pay your LDC for this service. You should call your LDC in the event of any emergencies or gas leaks.

To obtain a version of this document in Spanish, please contact customer service at 1-888-651-5200.

Small Commercial – Natural Gas - Terms and Conditions	
Product	<b>Fixed Price</b>
Local Distribution Company (“LDC”)	<b>New Jersey Natural Gas</b>
Price and Length of Agreement	_____ \$ /therm through your _____ [MM/YYYY End Date] meter read or for _____ months [term length]
Cancellation/Termination Fee	<b>See Cancellation/Termination Provisions Section Below or None</b>

These Terms and Conditions together with the enrollment materials and the Pricing Attachment are your agreement (“Agreement”) for natural gas supply service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy for your records.

Energy Harbor is licensed by the New Jersey Board of Public Utilities (“BPU”) to offer and supply natural gas in New Jersey. As a Third Party Supplier (“TPS”), Energy Harbor will supply the natural gas to your Local Distribution Company (“LDC”) based on your usage. Your LDC then distributes or delivers the natural gas to you. Energy Harbor sets the supply prices and charges that the customers pay. The BPU regulates distribution prices and services. **The purpose of this Agreement is to authorize a change in your natural gas supplier and establish the terms and conditions under which Energy Harbor will supply your natural gas needs.**

**Eligibility:** Any non-residential retail customer (referred to herein as “Customer”) with annual usage that does not exceed 60,000 therms in its LDC service area is eligible for this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance.

**Prices:** During the term of this Agreement, you agree to pay Energy Harbor a fixed price for combined natural gas supply and related charges, specified in the table above and in the Pricing Attachment as the “Natural Gas Supply Price.” That Natural Gas Supply Price includes Sales Use Tax (SUT) but does not include other taxes which may be assessed by your LDC. This price may change without your consent and without notice to you to reflect a change in the taxes included in the Natural Gas Supply Price or the imposition of other State-mandated charges. In addition to Energy Harbor's charges, you will be charged by your LDC for distribution and various other charges.

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the **Customer Consent and Information Release Authorization** paragraph below), and the processing of the enrollment by your LDC. Your service will continue until the meter read date for the last month of service as specified in the table above and in the Pricing Attachment. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, at least thirty (30) days following the date of the notice, and you will be returned to your LDC for retail natural gas service unless you select another TPS. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive at least thirty (30) days prior written notice of the termination, after which you may be returned to your LDC for retail natural gas service unless you select another TPS. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the **Cancellation/Termination Provisions** paragraph below. You must still pay all Energy Harbor charges through the date you are returned to your LDC or switched to another TPS for service.

**Billing:** You will receive a consolidated bill monthly from your LDC for both your Energy Harbor and LDC charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving

you a minimum of thirty (30) days written notice and an opportunity to cure any deficiency. Upon cancellation you will be returned to your LDC unless you select another TPS. You will remain responsible to pay Energy Harbor for any natural gas used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay LDC charges may result in your natural gas supply service being disconnected in accordance with the LDC tariff. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the state and local tax law.

**Penalties, Fees and Exceptions:** Your LDC may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement, without penalty, if you move outside LDC's service area or into an area where the LDC charges a different price, by providing Energy Harbor with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, or fail to make payment as required by this Agreement, you will be charged any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the natural gas supply price at the time of execution of the Pricing Attachment, less the market value of Customer's natural gas supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. Energy Harbor will make commercially reasonable efforts to provide your natural gas service but does not guarantee a continuous supply of natural gas. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the LDC or other similar circumstances beyond Energy Harbor's reasonable control. Energy Harbor in its sole and absolute discretion, without any cause, may terminate this Agreement upon providing you with thirty (30) days' written notice.

**Customer Consent and Information Release Authorization:** By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the LDC that includes, but is not limited to: billing history, payment history, historical and future natural gas usage, meter readings, and characteristics of natural gas supply service. Energy Harbor reserves the right to determine if the pricing provided by Energy Harbor herein is appropriate based on the information Energy Harbor receives from the LDC, or if the Customer's credit is not satisfactory. If Energy Harbor accepts the enrollment request, Energy Harbor will send you a countersigned Pricing Attachment. If Energy Harbor determines it may accept enrollment but requires a deposit based on your creditworthiness, it will inform you of the amount of deposit required, use of, and protection for that deposit in a separate notice. Energy Harbor will return any unused deposit within thirty (30) days after your contract ends with Energy Harbor. If Energy Harbor rejects the enrollment request, you will be notified. You agree that Energy Harbor is not liable for any damages which may be caused by a decision to reject an enrollment request by Energy Harbor or the LDC. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor and subsequent acceptance of the enrollment by your LDC.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-651-5200. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Automatic Renewal:** You will receive written notification from Energy Harbor forty-five (45) calendar days before your last meter reading of any renewal offer and the details of any changes to the Terms and Conditions or pricing to be

effective during the renewal period (“Renewal Notice”). In the Renewal Notice, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. If you do not respond to a Renewal Notice as set forth therein, at Energy Harbor’s option this Agreement will continue on a month-to-month basis (the “Renewal Term”) until you either enter into a new agreement with Energy Harbor or you or Energy Harbor cancel this Agreement. **During the Renewal Term, the Terms and Conditions shall remain the same except that the Generation/Supply Price shall be a variable price that may be higher or lower each month and will be determined in Energy Harbor’s sole discretion, based upon generally prevailing market and business conditions (including but not limited to Energy Harbor’s cost to provide service and supply, margin, losses, and other applicable charges) at the applicable natural gas market area for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one billing month to the next.** If Energy Harbor decides not to continue this Agreement on a month-to-month basis or offer you a new Agreement, Energy Harbor will notify you at least thirty (30) days before your last meter reading that this Agreement will expire on the date of your last meter reading specified in the table above. You are responsible for arranging your natural gas supply upon the expiration of the Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-651-5200 (toll-free) from eight a.m. to five p.m. EST weekdays, or in writing at 168 East Market Street, Akron, OH 44308. Our web address is [www.EnergyHarbor.com](http://www.EnergyHarbor.com). If your complaint is not resolved after you have called your natural gas supplier and/or your local utility, or for general utility information, residential and business customers may contact the BPU for assistance at 1-800-624-0241 (toll free) from eight a.m. to five p.m. weekdays, or at <https://www.nj.gov/bpu/assistance/index.html>.

**Miscellaneous:** You can request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer’s Social Security number and/or account number(s) without the Customer’s written consent except for Energy Harbor’s collections and reporting, or assigning a Customer’s contract to another TPS or except as permitted or required by applicable law. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the BPU. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the LDC: operation and maintenance of the LDC’s pipeline system, any interruption of service, termination of service, or deterioration of the LDC’s service. For any non-emergency LDC-related issues, please contact your LDC at 1-800-221-0051. **In the event of an emergency, such as a gas leak, you should contact your local LDC at 1-800-427-5362.** The Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the LDC if your rate code is changed and the account is no longer eligible for this offer. You authorize, but do not obligate Energy Harbor to exercise your governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all natural gas sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.