



**ENGIE POWER & GAS
NEW YORK - RETAIL NATURAL GAS SUPPLY SERVICE**

CUSTOMER INFORMATION	
Business Name (<i>legal contracting entity</i>):	
DBA / Assumed Name:	
Customer Contact Name & Title:	
Telephone:	
E-mail:	
Identification: (one of the following)	
Federal Tax ID No. (EIN) _____	DUNS No. _____ State ID or DL No. _____
Physical Business Address: (<i>cannot be a P.O. Box</i>)	
Billing/Mailing Address:	

CONTRACT INFORMATION	
CONSUMER DISCLOSURE STATEMENT	
<u>Product Type</u>	Fixed Price
<u>Contract Price</u>	Price does not include Taxes or Utility Related Charges and may be modified due to a change in law, administrative regulation, or fees or costs imposed by the NYISO or by a Governmental Authority, as further described in Section 9.
<u>Contract Term</u>	Start Date: _____ End Date: _____ <u>Payment Term</u> : 20 Days
<u>Renewal Terms</u> . Options for service beyond End Date: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to transfer service to default service provider. If no option is chosen prior to End Date, ENGIE may provide post-term service as outlined in Section 1.2 below. Customer may terminate post-term service at any time without liability.	
<u>Right to Rescind</u> . Per the New York Public Service Commission Uniform Business Practices, a commercial customer with account(s) classified by the utility as <u>residential</u> has the right to cancel this agreement within 3 business days after receipt or execution, as applicable. See Section 2.13.	
<u>Early Termination Fee Calculation</u> . The Termination Fee will be equal to the Contract Price less the Current Market Price multiplied by the amount of Natural Gas supply Customer failed to consume during the remainder of the Contract Term calculated on the basis of prior historical usage. The Current Market Price is the wholesale price of natural gas at the delivery point as determined by ENGIE in a commercially reasonable manner, and any applicable related services that are available for sale at the time of termination.	
<u>Late Payment Fee</u> . The rate of 1½% (or maximum rate permitted by applicable law) multiplied by the past due balance.	
<u>Guaranteed Savings</u> . None	

ACKNOWLEDGMENT AND CONSENT

I agree to the Product, Price and Terms of Service at the accounts listed. I have reviewed the Address(es) and Account Number(s) below for accuracy and verify each is owned by me or under my control and I have the authority to enter into this Agreement. **CUSTOMER UNDERSTANDS THAT ANY NATURAL GAS SUPPLIER SELECTION MAY INCLUDE A CHARGE TO CUSTOMER. CUSTOMER IS AUTHORIZED TO ENTER INTO THE AGREEMENT WITH ENGIE TO SUPPLY NATURAL GAS TO THE ACCOUNT(S) LISTED, SUBJECT TO THE ELIGIBILITY REQUIREMENTS OF CUSTOMER'S LOCAL NATURAL GAS UTILITY AND ACCEPTANCE BY ENGIE. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.**

Customer Signature:	
Print Name:	
Print Title:	
Date:	

ENGIE POWER & GAS LLC.
 920 Railroad avenue, Woodmere, NY, 11598
 Toll-Free 1-855-327-6937
 Email: Customercare@plymouthenergy.com
 Hours of Operation: Monday - Friday 8:00 am – 5:00 pm EST

Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.
 Natural Gas Supply – EP&G – January 2021

LIST OF CUSTOMER ACCOUNT(S)					
Site No.1	Account Number	Service Address		City	Zip
	Utility	Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt Yes No
Site No.2	Account Number	Service Address		City	Zip
	Utility	Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt Yes No
Site No.3	Account Number	Service Address		City	Zip
	Utility	Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt Yes No
Site No.4	Account Number	Service Address		City	Zip
	Utility	Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt Yes No
Site No.5	Account Number	Service Address		City	Zip
	Utility	Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt Yes No

TERMS AND CONDITIONS

- Services.** ENGIE will sell and supply and Customer will purchase and receive natural gas supply service (“Natural Gas”) necessary to meet Customer’s full requirements for service location(s). Customer’s natural gas utility company (the “Utility”) will deliver Natural Gas to Customer, read Customer’s meter, and provide emergency services. By enrolling for service with ENGIE, Customer agrees to be bound by this Agreement and to pay for the natural gas supply service ENGIE provides.
- Term.** ENGIE will provide Natural Gas to Customer on the next available meter read date following the Start Date and the Utility’s processing of Customer’s enrollment. This date is determined by the Utility therefore ENGIE cannot commit to a specific date. ENGIE’s Service to Customer will continue through the service period indicated in the Contract Term section of Customer’s Consumer Disclosure Statement. Upon completion of the Contract Term, ENGIE will notify Customer of the Contract Term expiration date. If Customer takes no action, ENGIE will continue service to Customer on a month-to-month basis (rollover service) until Customer renews with ENGIE or switches to another natural gas supply service provider. For rollover service, Customer will be charged a monthly variable rate set by ENGIE that reflects the market rate of natural gas supply plus a post-term charge and any applicable non-utility related charges. During rollover service, either ENGIE or Customer may terminate this Agreement without penalty.
- Contract Price.** Customer shall pay the Contract Price as indicated on Customer’s Consumer Disclosure Statement multiplied by the amount of Natural Gas used in a billing cycle. Taxes and Utility Related Charges are not included in the Contract Price and will be passed through to Customer “Utility Related Charges” means all fees and charges levied by the Utility for distribution, delivery of Natural Gas, and other services and related charges from the Utility. “Taxes” means any and all taxes and fees imposed on the purchase and sale of natural gas by any governmental authority, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on Customer or that ENGIE passes through to Customer, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity. Customer’s Contract Price may include an intermediary fee. An intermediary fee is a fee charged by a broker or aggregator. The Contract Price unit of measure is the unit of measure utilized by the Utility.
- Switching Fees.** The Utility may charge Customer switching fees any time Customer changes its natural gas supplier. If Customer voluntarily returns to the Utility after switching to a natural gas supplier, Customer may be charged a price other than the Utility’s regulated sales service rate.
- Credit.** ENGIE reserves the right to determine if Customer’s credit standing is satisfactory for new service or continuing service under this Agreement. ENGIE will, in accordance with applicable law, use uniform credit requirements in determining whether to offer or continue service to Customer. Customer hereby authorizes ENGIE to perform a credit check on Customer at any time. If ENGIE determines that Customer’ credit, payment history, or account status is not satisfactory, ENGIE may require a deposit to continue service. This authorization will remain in effect during the Contract Term of this Agreement. If ENGIE requests and Customer remits a deposit, any unused portion of such deposit will be returned to Customer not later than thirty (30) days following ENGIE’s end of service date to Customer’s account(s). Customer’s social security number, if applicable, and account number(s) will not be released by ENGIE without Customer’s affirmative consent, except as required by court order or Illinois Commerce Commission order or rule or except in connection with ENGIE’s own collections and credit reporting, or when assigning this Agreement to another supplier.
- Delivery Point.** ENGIE will schedule delivery of Natural Gas to a point of interconnection between the natural gas utility distribution system and a third-party pipeline supplying natural gas to the Utility (the “Delivery Point”). Title and risk of loss related to natural gas

transfer to Customer at the Delivery Point and Customer will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale, purchase, and delivery of such Natural Gas to Customer's facility(ies).

7. **Billing and Payment.** Customer will receive a single bill which will include the Utility charges and ENGIE's charges. Customer will be invoiced for all charges applicable to Customer's Natural Gas usage, applicable Taxes, and all applicable Utility Related Charges. Payment is due in accordance with the Payment Term on the Customer's Consumer Disclosure Statement. Estimated data may be used for billing purposes but such estimates will be reconciled on a subsequent monthly invoice after receipt of actual data. Invoices not timely paid will incur a late payment fee in no event in excess of the Utility's billing policies. If Customer fails to timely pay an invoice remitted by the Utility and the Utility terminates the delivery of Natural Gas to Customer, this Agreement may be automatically terminated and Customer will be required to pay the Termination Fee. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the Utility adjusts its meter reading for any reason, ENGIE may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.
8. **Termination.** If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Term, Customer will be required to pay a Termination Fee. The Termination Fee will be equal to the Contract Price less the Current Market Price multiplied by the amount of Natural Gas supply Customer failed to consume during the remainder of the Contract Term calculated on the basis of prior historical usage. The Current Market Price is the wholesale price of natural gas at the delivery point as determined by ENGIE in a commercially reasonable manner, and any applicable related services that are available for sale at the time of termination. ENGIE may terminate this Agreement if Customer fails to make any payment or deposit when due and as required under this Agreement. ENGIE may terminate this Agreement if Customer fails to make any payment or deposit when due and as required under this Agreement. **Special Provision for Small Commercial or Residential Customers Only** (as defined in section 17) - A Small Commercial or Residential Customer may terminate this Agreement without penalty within ten (10) business days after the issuance date of Customer's first invoice by contacting ENGIE's Customer Care. If a Small Commercial or Residential Customer cancels this Agreement after this time period, Customer will be charged an early termination fee of fifty dollars (\$50.00).
9. **Change in Law.** If there is a change in law, administrative regulation, or any fees or costs imposed by a governmental or quasi-governmental authority and such change causes ENGIE to incur any capital, operating or other costs relating to Customer's Natural Gas service, then such costs shall be passed through to Customer.
10. **Force Majeure.** Force Majeure shall mean an event that is beyond the reasonable control of ENGIE that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. If ENGIE is unable to carry out, in whole or part, obligations under this Agreement that may result in interruptions of service due to such an event, ENGIE will provide Customer written notice of the event as soon as practicable after the occurrence of the event. During this period, ENGIE's obligations will be suspended or terminated to the extent required.
11. **Limitation of Liability.** NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED. THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
12. **Dispute Resolution.** Contact ENGIE Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. In the event of an unresolved dispute or complaint, or for general utility information, Customer may contact the Illinois Commerce Commission at 1.800.524.0795 or via website www.icc.illinois.gov.
13. **Assignment.** Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may, without Customer consent, (a) transfer or sell receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of ENGIE or to any other person or entity succeeding to all or a substantial portion of ENGIE's assets, and/or (c) assign this agreement to a certified natural gas supplier or affiliated entity. Any assignment in violation of this paragraph is void. After ENGIE's assignment of this Agreement, ENGIE will have no further obligations under this Agreement.
14. **Indemnification, Governing Law and Warranty.** ENGIE and Customer will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to natural gas is vested in such party. All indemnity obligations will survive cancellation of this Agreement. All matters arising out of or relating to this Agreement will be governed and construed in accordance with the laws of the State of Illinois. Except as specifically stated herein, ENGIE and its successors and assigns make no warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the services provided or the activities Customer undertakes. The parties herein are solely counterparties in all transactions and have no duty to advise or exercise judgment on behalf of the other as to the merits or suitability of any transactions entered into.
15. **Privacy and Information Release Authorization.** Customer authorizes ENGIE to obtain and review the following information from the Utility: consumption history, billing determinants, account number, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information will not be disclosed to a third party unless required by law or as set forth herein. Customer's acceptance of this agreement constitutes authorization for the release of this information to ENGIE and to ENGIE's third party vendors for the operation maintenance, and management Customer's account(s) and Natural Gas service. This authorization will remain in effect during the Contract Term of this Agreement.
16. **Miscellaneous.** No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In

any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.

17. **New York Consumer Statement**. In accordance with the New York Public Service Commission ("NY PSC") Uniform Business Practices, Case 98-M-1343, Section 5(B)(2), a commercial customer with account(s)/facility(ies) classified by the utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, contact ENGIE Customer Care. In accordance with the New York Public Service Law and the Home Energy Fair Practices Act, commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall be entitled to special complaint handling procedures assigned by the NY PSC. In the event of an unresolved dispute and/or complaint, contact the NY PSC at www.dps.ny.gov, toll-free at 1-800-342-3377, or by mail at 3 Empire State Plaza, Albany, NY 12223. For all other commercial customers, the toll-free number for information regarding the competitive energy retail market; inquiries, disputes, or consumer complaints; or information regarding Natural Gas Service Companies in New York is 1-888-697-7728. The natural gas supplied to Customer pursuant to this Agreement is provided by ENGIE. Delivery shall be provided by Customer's applicable local utility. In the event of an emergency, contact the local utility to respond. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers.
18. **Emergency Service**. The local distribution company will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the local distribution company at Con Edison 1-800-752-6633; Orange and Rockland at 1-877-434-4100; KeySpan 718-643-4050 (NYC) and 1-800-490-0075 (PSEG Long Island); National Grid at 1-800-642-4272; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-572-1111; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then contact ENGIE at: 1-866-MYENGIE.