



**Powervine Energy, LLC**  
**Ohio Electric Choice Sales Agreement-Commercial**

**Customer Information**

<b>Business Name:</b>	
<b>Contact Name:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Tax Exempt:</b> Yes ___ No ___ Partial ___
<b>Company Address:</b>	

**Billing Information**

<b>Usage Variance: 100%</b>	<b>Billing Method: Utility Consolidated</b>
<b>Billing Contact Name:</b>	<b>Billing Phone:</b>
<b>Billing Email:</b>	<b>Billing Address:</b>

**Account Information**

Utility*	Account Number	Rate Class	Annual Usage	Service Location

\*Please see Eligibility Section in the Terms of Service for accepted utilities and Utility Abbreviations.

**Contract Summary**

<b>Supplier Information</b>	<b>Powervine Energy, LLC</b>   <a href="http://www.powervineenergy.com">www.powervineenergy.com</a> Ph: 1-888-263-2806   Email: <a href="mailto:service@powervineenergy.com">service@powervineenergy.com</a> <b>Powervine Energy</b> will charge you for generation services on your utility bill based on the terms of the Contract Summary and Terms of Service.
<b>Price Structure</b>	FIRM VARIABLE
<b>Contract Price</b>	\$_____/kWh
<b>Other Fees</b>	None.
<b>Special Terms</b>	None.
<b>Statement Regarding Savings</b>	The rate per kilowatt hour may not always provide savings to you.
<b>Contract Start Date</b>	_____. Your official start date will be determined by your Utility and you may not go on flow for 1 – 2 billing cycles. Powervine is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer related to the date on which your electric utility switches your service to Powervine.



<b>Contract Term</b>	_____ billing cycles
<b>Early Cancellation Fees</b>	The Early Cancellation Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage.
<b>Renewal Terms</b>	<b>This Agreement will automatically renew under the terms and conditions provided with your renewal notice.</b> At least 45 days prior to expiration of your contract, you will receive a notice reminding you of the upcoming expiration. The notice will contain your new Terms of Service if different from the Terms of Service herein.
<b>Right of Rescission</b>	Small Commercial customers only, you have seven (7) calendar days following the postmark date on the Utility’s enrollment confirmation notice to rescind this Agreement. To exercise this right, you may: 1) contact us in writing at the address above, 2) contact us by phone at the number above, or 3) contact your Utility.
<b>Local Utility Information</b>	As identified above. Your Utility will continue to deliver your electricity, read your meter, and bill for distribution charges. In the event of a service outage or emergency, please contact your Utility.

I have read and agree to the Terms of Service of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Powervine for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Powervine for the accounts listed above, in accordance with the attached Terms of Service which I am accepting as part of my enrollment with Powervine. This Agreement is with Powervine Energy, LLC, a Competitive Retail Electric Supplier, NOT the Utility.

**POWERVINE RESERVES THE RIGHT TO REJECT ANY AGREEMENT FOR ANY REASON.**

<b>Seller: Powervine Energy, LLC</b>	<b>Customer:</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



**Powervine Energy, LLC**  
**Commercial Terms of Service**

**Powervine Energy, LLC** (“Powervine” or “we” or “our”) agrees to sell, and Customer (“Customer” or “you” or “your”) agrees to buy, Customer’s electric generation service for Customer’s business at the price and on the terms and conditions as specified in the Contract Summary, and in this Terms of Service. Price and other terms of this Agreement are subject to change as provided below. This Terms of Service together with the Contract Summary consists of the agreement for electric service between Customer and Powervine (“Agreement”).

**Key Definitions**

**Customer Charge** – The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If Customer selects a new supplier, the name, address and telephone number for both Customer’s distribution and supplier company will appear on Customer’s bill.

**Default Service Provider** – this is typically the electric utility that provides generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or no longer receive generation services from another supplier.

**Local Utility or Utility**– the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by PUCO. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.

**Early Cancellation Fee** – the fee assessed to customers to cover damages and/or to cover administrative costs resulting from a customer who cancels or causes their account(s) to be cancelled prior to the completion of the Term of their Agreement.

**CREG** – abbreviation for “Certified Retail Electric Supplier”. A company licensed by the Public Utility Commission of Ohio that sells electricity to customers, using the transmission or

distribution facilities of the Local Utility.

**Fees** – taxes, fees, assessments, government charges and charges levied by the Local Utility for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes and change fees, gross receipts taxes, and sales or use taxes imposed on Powervine and/or Customer by federal, state, and/or local authorities that Powervine passes through to Customer.

**Generation Charge** – the charge for producing electricity. If Customer purchases electricity from an electric supplier, Customer’s generation charge will depend on the contract between Customer and their supplier.

**Rate** – the amount per kWh charged to Customer for supply charges. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing Customer’s electricity service.

**Renewable Energy Product** – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power Customer consumes.

**Transmission Charge** – the cost for transporting electricity from the generation source to Customer’s electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from their new supplier.

**Eligibility:** By entering into this Agreement, you represent and agree that the account(s) served by Powervine under this Agreement is (are) (i) commercial account(s) in your Utility’s service territory, (ii) the account information listed on the Agreement is complete and accurate, (iii) and that your total aggregated annual usage does not exceed 1,000,000 kWh for the preceding 12 months. You confirm that you are the customer of record for this electric account(s), and that you are authorized to make the supplier change for the account information in this Agreement. Participation in the program is subject to the rules of their Local Utility. Please see below for the accepted Utility service territories for this Agreement:

Utility Abbr.	Utility Name	Utility Abbr.	Utility Name
AEP-OHPC	AEP Ohio Power (AEP/OP)	AEP-CSP	AEP Columbus Sothern (AEP/CS)
TOLED	FEO Toledo Edison (TE)	OHED	FEO Ohio Edison (OE)
CEIL	FEO Illuminating Company (CEI)	DUKE	Duke Electric Ohio (Duke Energy Ohio)
DPL	AES Ohio (f.k.a. Dayton Power & Light)		

**Term:** Service shall commence on the first available Utility Transfer Date on or about the State date and will continue for the number of months thereafter as indicated by Contract Term on the Contract Summary (“Initial term”). Powervine will notify Customer in writing, at least 45 days and no more than 90 days upon the expiration of the Initial Term. This notification will explain your future options. **If you take no action after the Initial Term of this Agreement expires, and unless stated otherwise in your renewal notice, this Agreement will automatically renew on a month-to-month basis under Powervine’s Competitive Market Price Program without cancellation fee or providing additional notification, which will charge a variable rate based on then-current market conditions (“Renewal Term”).**



**Contract Price:** Customer shall pay the contract price listed on the Contract Summary per kWh of electricity consumed in a billing cycle. The price for both the Initial and Renewal Term(s) includes non-utility charges including energy, ancillary services, congestion, capacity, and losses. It does not include Taxes and Utility Related Charges. Installed (or unforced) capacity pricing may be adjusted by the final net load clearing price for periods outside the PJM RPM Base Residual Auction rates cleared as of the contract date. The following charges are billed to Customer by the local electric utility company and are not included in the Contract Price: network integrated transmission service, transmission enhancement charges, and other transmission-related ancillary services. The Contract Price may be modified due to a subsequent change in law per the Regulatory Change Section.

**Billing:** For your convenience, you will continue to receive one bill from your Local Utility including Powervine's charges for Generation, and Generation Related Services for the electricity consumed during the billing cycle. Electricity consumption will continue to be measured or estimated by your Local Utility. You hereby agree to pay your bill on time in accordance with your Local Utilities' billing and payment terms. For billing questions, call Powervine toll free at 1-888-263-2806, or Customer's utility at (Ohio Edison 800-633-4766, Toledo Edison 800-447-3333, The Illuminating Company 800-589-3101, Duke Electric Ohio 800-544-6900, American Electric Power 800-672-2231). Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the Term of this Agreement. Powervine reserves the right to change billing methods. If we change our methods, we will send you advance written notice either in our bills or in separate mailing before the effective date of any such change.

**Collection of Past Due Charges:** Powervine will pass through to you all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees. If Powervine directly invoices you, you are required to pay our invoices by the due date set forth in the invoice. **WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT-REPORTING AGENCIES.**

**Taxes:** Customer is responsible for paying any existing and/or new tax, which may be imposed during the Initial Term, associated with the Commodity sold at and after the effective date of this Agreement. The Contract Price does not include taxes that are or may be the responsibility of the Customer. Customer will reimburse Powervine for any taxes that Powervine is required to collect and pay on Customer's behalf and will indemnify, defend and hold Powervine harmless from any liability against all Customers' taxes. If Customer is tax exempt; Customer must furnish Powervine an exemption certificate before service commences before any exemption can be applied.

**Regulatory Change:** If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, Local Utility, pipeline, PJM agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Company's costs ("Change in Practice"), Company shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change. If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby Company is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Company is unable to economically continue this Agreement, Company shall have the right to cancel this Agreement on 15 days' notice to Customer. Such termination will not constitute a breach of this Agreement.

**Cancellation for Nonpayment:** If your electric service is terminated by your Utility, you fail to pay any amount due under this Agreement, or Powervine receives notice from your Utility that you are delinquent in payments for sixty (60) days, or more, then this Agreement will be cancelled on the date that your electric service is terminated, or upon fifteen (15) days written notice from Powervine of its intention to cancel under this Section. You will be subject to all applicable Penalties and Fees as described in this Agreement, including the Early Termination/Cancellation and Collection of Past Due Charges sections.

**Early Termination/Cancellation:** Customer may terminate this Agreement by calling Powervine at 1-888-263-2806, or Customer's Local Utility. If Customer terminates this Agreement during the Term by either returning to Customer's Local Utility, terminating, or discontinuing service, or switching to another supplier, or any reason other than specifically for herein, Customer will be required OHToS20230919.FVMC



to pay an Early Cancellation Fee. The Early Cancellation Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by Powervine in a commercially reasonable manner. The termination fee will be billed directly by Powervine to you and paid by you directly to Powervine. Payment is due within fifteen (15) days of the date of Company's invoice. Failure to pay on time may result in a late payment charge of 1.5% per month, or the maximum amount permitted by law. You will be liable to Powervine for any costs or legal fees incurred by Powervine related to the enforcement of this Agreement. Powervine reserves the exclusive right, at any time, to cancel this agreement (i) if the Utility identifies Customer's account as ineligible to shop for a retail provider (ii) Customer has net-metered accounts (iii) if the Utility removes Customer from the consolidated billing program and requires Powervine to bill Customer separately for energy supply and (iv) Customer's annual usage exceeds the maximum usage threshold for this program outlined in the eligibility section of this agreement. The items above, excluding items (i) and (iv), will constitute a breach of this Agreement and could result in an Early Cancellation Fee if applicable.

**Agency:** You hereby authorize Powervine to obtain information from your Local Utility that includes, but is not limited to: phone number, billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Powervine will not disclose phone number, social security numbers and/or account number(s) without my affirmative written consent other than for uses of Powervine's own collections and credit reporting or assigning a customer contract to another CRES provider.

**Title, Risk of Loss and Indemnity:** Title to electricity will pass from Powervine to you when we deliver it to the delivery point for your Local Utility. Powervine will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your Local Utility. Each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted 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 electric energy is vested in such Party as provided herein.

**Emergencies and Power Quality:** The Utility will continue to be responsible for distribution of electricity and for power outages, supply shortages, power quality and any emergencies. You will hold Powervine harmless in the event of a loss of power or supply shortage caused by any entity other than Powervine. If you have an electrical emergency, power outage or experience a reduction in power quality, you should contact the Utility at its emergency number.

**Limitation of Liability & Force Majeure:** Certain causes and events out of the control of Powervine (called Force Majeure events) may result in interruptions in service of supplying electricity. Powervine will not be liable for the results of any such interruptions caused by Force Majeure events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Powervine's control. You agree that Powervine's liability not excused by reason of force majeure or otherwise will be limited to direct damages only and that in no event shall Powervine be held liable for any special, punitive, indirect, incidental, or consequential damages as a result of non-performance under this Agreement. Powervine makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

**Representations and Warranties:** Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no account listed in this Agreement is a residence. POWERVINE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

**Assignment:** You shall not transfer or assign this Agreement or your rights hereunder without the prior written consent of Powervine. Powervine reserves the right to assign this Agreement without your consent to another CRES, including any successor, in accordance with the rules and regulations of the Public Utility Commission. Your terms and conditions will remain unchanged. In the event of an assignment, Powervine will provide you with notice 30 days prior to the effective date of the assignment in accordance with PUCO regulations.

**Dispute Resolution:** YOU AND POWERVINE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM,



**DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

**Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

**Questions, Complaints and Concerns:** For any questions or concerns, contact Powervine Customer Service by phone at 1-888-263-2806 Monday through Friday from 8:00 a.m. - 5:00 p.m. EST; in writing at 525 N Cleveland Massillon Rd Ste 204 Akron, OH 44333 or online at [www.powervineenergy.com](http://www.powervineenergy.com). For billing disputes or issues regarding volume or meter reading, Customer may also contact Customer's utility. If Customer is not satisfied with the response, or to obtain educational materials, Customer may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. on weekdays, or at <http://www.pickocc.org>.

**Misc.** No modification to this Agreement will be enforceable unless in writing and executed by both Parties. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Powervine's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. Indemnity obligations will survive termination.



**Public Utility Commission of Ohio Required Contract Disclosures:**

- a) Customer’s local electric utility company may charge Customer fees to switch Customer’s accounts to Powervine.
- b) Customer may request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of buyer’s payment history with Powervine. Powervine shall provide this information to you at no additional charge.
- c) Customer may contact Powervine as listed in Questions, Complaints and Concerns section. The hours of operation are 8:00 a.m. - 5:00 p.m. EST, weekdays.
- d) A small commercial customer (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised code) shall have right to rescind this Agreement within seven (7) calendar days from the postmark of the Utility’s confirmation notice by contacting Powervine or Customer’s Local Utility company to request to rescind the Agreement. A small commercial customer has the right to terminate this Agreement, upon prior written notice to Powervine, without penalty, if (1) Customer relocates the facility(ies) specified in Electric Service Disclosure Statement outside of the existing Local Utility company service territory or (2) Customer relocates the facility(ies) specified this Agreement to an area where Powervine charges a different rate than your current Contract Price.
- e) Powervine may terminate this Agreement with 14-day written notice for non-payment. Failure to pay electric bill may result in electric service being disconnected in accordance with Utility tariff guidelines.
- f) Powervine will not disclose social security, business tax identification and/or account number(s) without your affirmative written consent other than for Powervine’s own credit inquiry, collection and credit reporting purposes or assigning this Agreement to another CRES.
- g) If Customer switches their electric energy service to the Local Utility, Customer may or may not be served under the same contract rate, terms, or conditions that apply to other customers served by said Local Utility.
- h) Environmental Disclosure information can be found on the Powervine website: [www.powervineenergy.com](http://www.powervineenergy.com)
- i) Budget Billing must be arranged through Customer’s utility as Powervine does not offer said service.
- j) In Case No. 14-568, PUCO ruled that fixed rate contracts may not contain pass-through clauses. This Agreement contains one or more pass through clauses. As such, the PUCO considers this Agreement to be Variable Price.
- k) Powervine will not disclose social security, business tax identification and/or account number(s) without your affirmative written consent other than for Powervine’s own credit inquiry, collection and credit reporting purposes or assigning this Agreement to another CRES.

I have read and agree to the Terms of Service of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Powervine for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Powervine for the accounts listed above, in accordance with the attached Terms of Service which I am accepting as part of my enrollment with Powervine. This Agreement is with Powervine Energy, LLC, a Competitive Retail Electric Supplier, NOT the Utility.

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<b>Seller: Powervine Energy, LLC</b>	<b>Customer:</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: