

Santanna Retail Ohio Electric Sales Agreement

Definitions: “Santanna” and “SES” means Santanna Energy Services. Santanna is a “Competitive Retail Electric Service” or “CRES” provider; meaning an entity that sells electric energy to retail customers in Ohio. “Generation Service” means the production of electricity. “Generation Related Charges” means charges or costs associated with the production, procurement and supply of electricity. “Distribution Service” means the physical delivery of electricity to customers by customers’ utility. “Buyer” means you, the buyer of electricity from Santanna, as signified in the signature block below. “Utility Switch Date” means the date and time on which the local utility company can successfully complete the process by which SES may begin or end service.

Service: Santanna will supply electricity to Buyer’s utility on Buyer’s behalf. The utility shall then be responsible for transmitting, distributing and delivering the electricity to Buyer at Public Utilities Commission of Ohio (“PUCO”) approved tariff rates for transmission and distribution. By accepting this offer from Santanna Buyer acknowledges agreement to the terms and conditions.

Eligibility: This Agreement is contingent upon Buyer providing complete and accurate information to Santanna, acceptance by Santanna and Buyer’s utility allowing Buyer to change electric service providers. By entering into this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) commercial account(s), and that the account information in Exhibit A is complete and accurate. Buyer confirms that they are the customer of record for the electric account(s) identified and that Buyer is authorized to make the supplier change for the account(s) identified in Exhibit A. Buyer will be subject to rules of the utility’s program and electric service may be terminated for breach of those rules or this Agreement. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement does not support net-metering. Customers will be billed for total consumption during the billing cycle as reported by the Utility. Customers will not receive credit for any customer generation during the billing cycle. Santanna reserves the exclusive right to not enroll customers with net-metered accounts or to terminate services to customers with net-metered accounts.

Price & Service Term: The price and initial term are set forth in Exhibit A. Service under this Agreement commences on the first Utility Switch Date available in the Start month referenced in Exhibit A and will continue through the Term expiration date in accordance with this Agreement unless terminated earlier or continued as provided in this Agreement. Service is subject to successful enrollment into the electric choice program. Santanna is not responsible for delays in enrollment. The rate for both the initial and renewal term does not include pass through charges for Buyer’s utility service (generally delivery charges and other utility service fees), state taxes or local taxes.

Change in Law or Regulation: In the event of any new, or any change in existing, statute, rule, regulation, order or other law or procedure or tariff promulgated by any government authority or electric utility, alters SES’ costs to perform or its economic returns under this Agreement, Santanna will notify buyer of revised pricing under this agreement. Upon notification, Buyer will have 30 days to choose to either continue this agreement, or terminate this agreement without penalty.

Renewal Term: After Buyer’s initial term, this Agreement will automatically renew on a month-to-month basis (“Renewal Term”) under Santanna’s Competitive Market Price Program without cancellation fee or providing additional notification, which will charge a variable rate based on then-current market conditions. Santanna will provide notice of this renewal at least 45 days prior to the end of the initial term.

Billing: Buyer will receive only one bill from buyer’s utility, which will include Santanna’s charges. Santanna and Buyer’s utility charges will be billed to Buyer by the utility, and Buyer shall pay all charges on the utility bill pursuant to utilities’ billing and payment terms. For billing questions, call Santanna toll free at 800-764-4427, or Buyer’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).

Termination and Breach: Buyer may terminate this Agreement by calling Santanna at 800-764-4427, or Buyer’s Utility. Buyer will be subject to liquidated damages if this agreement is terminated before the end of the initial term. Buyer shall pay Santanna liquidated damages of the forecasted unserved volume of electricity for the remainder of the initial term multiplied by the liquidated damages rate specified in Exhibit A. Damages charged by Santanna will be billed directly by Santanna to Buyer and paid by Buyer directly to Santanna. Buyer will be liable to Santanna for interest charges of 1% per month on all delinquent balances. Buyer will be liable to Santanna for any costs or legal fees incurred by Santanna related to the enforcement of this Agreement.

Integration, Assignability and Severability: This Agreement (“Terms and Conditions”) constitutes the entire agreement between Santanna and Buyer. This Agreement shall be binding on Santanna’s and Buyer’s successors and assigns. Buyer shall not assign this Agreement without the express, written consent of Santanna. Santanna may assign this Agreement at its sole discretion. If any provision of this agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this agreement.

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Public Utility Commission of Ohio Required Contract Disclosures:

- a) Buyer has the right to 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 SES. SES shall provide this information to you at no additional charge.
- b) 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 SES or Buyer’s local utility company to request to rescind the Agreement.
- c) Buyer has the right to terminate this Agreement, upon prior written notice to SES, without penalty, if (1) Buyer relocates the facility(ies) specified in Exhibit A outside of the existing local utility company service territory or (2) Buyer relocates the facility(ies) specified in Exhibit A to an area where SES charges a different rate than your current Contract Price.
- d) If Buyer switches their electric energy service to the local electric utility company, Buyer may or may not be served under the same contract rate, terms, or conditions that apply to other customers served by said local electric utility company
- e) Buyer’s local electric utility company may charge Buyer fees to switch Buyer’s accounts to SES.
- f) Environmental Disclosure information can be found on the SES website:
<http://www.santannaenergyservices.com/knowledge-center/environmental-disclosures/>
- g) Budget Billing must be arranged through Buyer’s utility as SES does not offer said service.
- h) SES may terminate this Agreement with 14-day written notice for non-payment.
- i) Failure to pay electric bill may result in electric service being disconnected in accordance with utility tariff guidelines.
- j) Santanna will not disclose social security, business tax identification and/or account number(s) without your affirmative written consent other than for Santanna’s own credit inquiry, collection and credit reporting purposes or assigning this Agreement to another CRES.

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Santanna (called Force Majeure events) may result in interruptions in service and affect the price of supplying, or ability to supply, electricity. Santanna will not be liable for 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 Santanna’s control. Santanna shall in no event be held liable for any special, punitive, direct, incidental or consequential damages as result of non-performance under this Agreement.

Questions, Complaints and Concerns: For any questions or concerns, contact Santanna Customer Service by phone at 800-764-4427 Monday through Friday from 7:00 a.m. - 6:00 p.m. CST, and Saturday from 9:00 a.m. - 3:00 p.m. CST; by fax at 877-887-5099; in writing at 300 E Business Way, STE 200, Cincinnati, OH 45241, or online at www.santannaenergyservices.com. For billing disputes or issues regarding volume or meter reading, Buyer may also contact Buyer’s utility. If Buyer is not satisfied with the response, or to obtain educational materials, Buyer 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. weekdays, or at <http://www.pickocc.org>.

I have read and agree to the terms and conditions of this Electric Sales Agreement and acknowledge receipt of a copy of this Agreement. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Santanna, in accordance with this Agreement.

Seller: Santanna Energy Services	Company:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	Service Address:
	Billing Address:
	Telephone:
	Email:

Enrollment is subject to approval by Santanna Energy Services.



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Exhibit A

Santanna shall sell and Buyer shall buy from Santanna 100% of Buyer's electric energy for the accounts identified below, at the price and for the terms indicated below.

Accepted Utilities:

Utility Abbr.	Utility Name	Utility Abbr.	Utility Name
APO	AEP Ohio Power (AEP/OP)	ACO	AEP Columbus Southern (AEP/CS)
TEO	FEO Toledo Ohio (TE)	OEO	FEO Ohio Edison (OE)
ICO	FEO Illuminating Company (CEI)	DEO	Duke Electric Ohio (Duke Energy Ohio)

Accounts

Utility	Account Number	Rate Schedule	Start Date	End Date	Service Location

Contract Price (\$/Kwh): _____

Contract Term: _____

Letter of Agency: Buyer agrees to switch electric service providers from Buyer's current provider to Santanna Energy Services. Buyer hereby authorizes Santanna to obtain information from Buyer's Local Utility that includes, but is not limited to: billing history, payment history, historical and estimated future electricity usage, meter readings, and characteristics of electricity service.

Liquidated Damages Rate: \$0.01/kWh

Seller: Santanna Energy Services	Company:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

For more information contact us: 800-764-4427
www.santannaenergyservices.com
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