



# Natural Gas and Electricity Small Commercial Supply Agreements

# PAA

PO Box 967 Buffalo, NY 14240-0967 | Customer Care: 1-877-316-6344 • www.sfeenergy.com

### CUSTOMER INFORMATION

CPS028, CPV011

The Agreement(s) are for natural gas and electric generation services between SFE Energy Pennsylvania, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): \_\_\_\_\_ Tax Exempt  Form Attached?

Mr.  Ms.  Mrs. Contact First Name: \_\_\_\_\_ Contact Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

By providing my email address above, I agree to receive notifications and information from SFE Energy and its affiliates.

Service Address: \_\_\_\_\_ Street Address

City: \_\_\_\_\_ PA State - Zip

Billing Address: \_\_\_\_\_ (if different from Service Address)

### ELECTRICITY

DUQUESNE  MET-ED  PENELEC  PENN POWER  WEST PENN POWER  PECO  PPL

Fixed Price: \_\_\_\_\_ month(s) at \$ \_\_\_\_\_ / kWh + GRT = \$ \_\_\_\_\_ /kWh (Total)  
(Excludes GRT) (Includes GRT)

Variable Month to Month Price: First month at \$ \_\_\_\_\_ / kWh + GRT = \$ \_\_\_\_\_ /kWh (Total)  
(price will vary monthly) (Excludes GRT) (Includes GRT)

Offer is valid until \_\_\_\_\_ MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_ TIME

Estimated Annual Usage Requested Flow Date

Electricity Account # (if only one account)

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

_____	_____	_____	_____
*Price per kWh	x 500 kWh	x 1000 kWh	x 2000 kWh

### NATURAL GAS

UGI (Ccf)  PECO (Ccf)  COLUMBIA (therm)  PEOPLES (Mcf)  PHILADELPHIA GAS WORKS (PGW) (Ccf)  NFG

Fixed Price: \_\_\_\_\_ month(s) at \$ \_\_\_\_\_ / Ccf/Mcf/therm

Variable Month to Month Price: First month at \$ \_\_\_\_\_ / Ccf/Mcf/therm (price will vary monthly)

Offer is valid until \_\_\_\_\_ MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_ TIME

Estimated Annual Usage Requested Flow Date

Gas Account # (if only one account)

PGW Service Point ID

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

_____	_____	_____	_____
*Price per Ccf/therm/Mcf	x 15 Ccf/Mcf/therm	x 80 Ccf/therm/Mcf	x 120 Ccf/therm/Mcf

- SFE is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply natural gas (PUC License Number A-2013-2346185) and electric generation service (PUC License Number A-2013-2353576) in Pennsylvania.
- SFE sets the fixed ("Fixed") and variable ("Variable") prices and charges ("Price") that the Applicant pays. This Price includes estimated total state taxes including the gross receipts tax as applicable, but excludes Pennsylvania sales tax, if applicable. The PUC regulates distribution prices and services.
- The Applicant will receive one bill from the Applicant's Natural Gas Distribution Company ("NGDC") and/or Electricity Distribution Company ("EDC") for their charges and SFE's.
- The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services.
- SFE will charge the above chosen price per Ccf/therm/Mcf/kWh for the supply of natural gas and/or electric generation service (see Terms and Conditions for further details).
- The Applicant will buy their natural gas and/or electric generation service for the above Service Address from SFE beginning on a date set by the Applicant's NGDC/EDC and will continue for the number of months selected above ("Term").
- Contact SFE with any questions concerning the terms of service, see Section 15 for contact information. The Applicant may call the PUC if the Applicant is not satisfied after discussing their concerns with SFE.
- Early Termination Fee. Electric Generation Supply** – If you selected a Fixed Price, an early termination fee \$0.015 per kWh for the estimated usage of electric generation service, plus Pennsylvania sales tax for the remainder of the Agreement(s) shall apply. **Natural Gas Supply** – If you selected a Fixed Price, an early termination fee of \$0.18 per therm/Ccf or \$1.80 per Mcf for the estimated usage of natural gas supply plus Pennsylvania sales tax for the remainder of the Agreement(s) shall apply (See section 9 for further details).

**Right of Rescission.** Unless otherwise required by federal law, if the Applicant receives natural gas and/or electric generation service under a small commercial, small industrial or small business rate classification, (and their maximum registered natural gas was less than 300 Mcfs and electricity peak load was less than 25 kW within the last 12 months), the Applicant may cancel this Agreement, at no cost, at any time before midnight of the third business day after receiving a copy of this Agreement Document by contacting SFE. SFE is not permitted to waive the Applicant's three-day right of rescission. See the attached Notice of Cancellation form for an explanation of this right.

**APPLICANT AWARENESS:** The Applicant understands that the Sales Representative is representing SFE and is not from the NGDC/EDC or any other supplier. The Applicant understands that by choosing SFE as their natural gas and/or electric generation supplier, the NGDC/EDC 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 and is 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 this Agreement and understand and agree to the Terms and Conditions of the Agreement.)

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

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

<b>Office Use Only</b>			
SFE Representative Signature (Counter Sign) _____	Contact Print Name _____	Title _____	Signing Date: _____ MONTH _____ DAY _____ YEAR
Please email the completed form as a saved pdf to <a href="mailto:commercial@sfeenergy.com">commercial@sfeenergy.com</a> .			TPV Confirm # _____

Set forth below are the Terms and Conditions applicable to this Agreement for natural gas and/or electric generation service under which SFE agrees to sell and deliver to Business Legal Name (“Applicant”), and the Applicant agrees to purchase natural gas and/or electric generation service from SFE (together, the “parties”).

Account Holder	The name or names of the persons registered by the NGDC and/or EDC to deliver Natural Gas supply and/or electric generation services to the associated Service Address.
Account Holder Agreement	The first page of SFE’s Agreement(s) for the Natural Gas supply and/or electric generation services.
Agreement Document	This consists of the Account Holder Agreement, including all the Terms and Conditions, two (2) copies of the Notice of Cancellation and where applicable, the electric generation contract summary associated with the Agreement(s).
Basic Service Price(s)	Is the price for the Natural Gas supply and/or electric generation services as selected on the Account Holder Agreement.
Ccf	A standard measure of gas usage, equaling 100 cubic feet of gas.
Commodity Charge	The charges for basic Natural Gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).
Distribution or Delivery Prices for Natural Gas	The charges for moving Natural Gas supply from the NGDC to Your Service Address.
Distribution or Delivery Prices for Electricity	The charges for moving electric generation services from the EDC to Your Service Address.
EDC	The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. 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.
Electric Distribution Company Charges	Charges for delivering electricity over the EDC’s distribution system to Your Service Address.
End Date	The last date of service under the Agreement(s).
Fixed Price Green Electricity	The Electricity price as selected on the first page of the Agreement and is the same for 500, 1000, or 2000 kWh average monthly usage.
Fixed Price Eco Gas	The Natural Gas Price selected on the first page of the Agreement is the same for 15, 80, or 120 Ccf average monthly usage.
Generation Charge	Part of the basic service charges on every customer’s bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and the supplier.
Interstate Pipeline Charges	Charges for utilizing interstate pipelines to deliver gas to the NGDC’s distribution system.
kWh	The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour. A kilowatt-hour is the equivalent of using ten 100-watt light bulbs for one hour.
Mcf	An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage.
Natural Gas Utility Charges	Any charges from Your NGDC other than distribution prices for Natural Gas.
Natural Gas Distribution Company (NGDC)	A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).
Program	SFE Natural Gas supply and/or electric generation services to Your Service Address.
PUC	The Pennsylvania Public Utility Commission (PUC) is the state regulatory agency that provides oversight, policy guidance and direction to public utilities. The PUC licenses electric suppliers but does not otherwise oversee or regulate suppliers.
Start Date	The date Your NGDC and/or EDC accepts SFE’s request to enroll You in SFE Program. This date is before Your Supply Date and after the date You sign the Agreement Document.
Supply Date	The date that You start receiving Your Natural Gas supply and/or electric generation services from SFE.
Therm	A measure of the heat content value of gas. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas.
Transmission Charge for Electricity	Part of the basic service charges on every customer’s bill for transporting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
Transmission Charge for Natural Gas	The charge for moving Natural Gas from the source to the NGDC City Gate (located outside of the municipality where You reside).

**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 needs, and (ii) arranging, contracting for, and/or administering transmission, distribution and related services over transmission facilities and those of the NGDC/EDC needed to deliver natural gas and/or electric generation service to the Applicant’s Service Address. 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, 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 NGDC/EDC. 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 obtained by SFE or the NGDC/EDC delivery schedule.

**2. Length of Agreement.** The actual commencement of service under the Agreement(s) depends upon the date set by Your NGDC/EDC (“Start Date”) and will continue for the number of months as indicated on the first page of the Agreement(s). The Applicant further acknowledges that: the timing for the NGDC/EDC completion of the switching and enrollment processes and actual meter read is beyond SFE’s control, and SFE makes no warranties as to the Applicant’s Supply Date. The meter reading date on which the Applicant’s service commences may occur between thirty (30) and up to two hundred (200) days after the NGDC/EDC completes all applicable switching and enrollment processes. The Applicant acknowledges that if a future Supply Date is selected by the Applicant, any utility price rate(s) to compare provided at the time of signing the Agreement(s) is reflective of the available utility rate(s) at the time of signing the Agreement(s). The End Date of the Agreement is the meter reading date after the entire term of the Agreement (as selected by the Applicant on the first page of the Agreement) (“Term”) from the Supply Date, plus any time required to obtain a final meter read.

**3. Natural Gas and/or Electricity Billing.** The Applicant acknowledges that the Applicant’s NGDC/EDC 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 NGDC/EDC billing practice and the Applicant’s NGDC/EDC’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 of natural gas and/or electric generation service, 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 NGU/EDC is entitled to revise any bill if necessary to account for any reassessment by the Applicant’s NGDC/EDC. The Applicant’s NGDC/EDC will determine the amount of natural gas and/or electricity 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 dishonored checks, 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 NGDC/EDC resulting from an actual meter read or consumption adjustment.

**4. Pricing.** SFE sets the fixed natural gas supply and/or electric generation service price (“Price”) as a price per Ccf/Mcf/therm/kWh as selected. Electric: This Price includes estimated total state taxes, including the gross receipts tax, but excludes applicable state and local sales tax. Gas: This Price includes natural gas commodity charges and estimated total state taxes, but excludes applicable state and local sales tax.

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 NGDC/ 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 NGDC/EDC’s

city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGDC/ 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 of 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, NGDC/EDC 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 NGDC City Gate (located outside of the municipality of the Service Address or EDC 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 these Agreement(s).

**7. Cancellation Provisions.** Regardless of the Price selected, the Applicant is liable for all SFE charges until the Applicant returns to the NGDC/EDC's default service or switches to another supplier. A final bill will be rendered within twenty (20) days 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 true-up subsequent to the final meter reading. If the Applicant plans to move to another location the Applicant may do so by contacting SFE (see Section 15), of the Applicant's new Service Address 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 this Agreement for the remaining Term of the Agreement(s) at the new Service Address. If the Applicant's utility provides SFE with a notification of a change of address within the Applicant's NGDC/EDC utility supply service 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. If the Applicant receives natural gas and/or electric generation service under a small commercial, small industrial or small business rate classification, (and their maximum registered natural gas was less than 300 Mcfs and electricity peak load was less than 25 kW within the last 12 months), the Applicant may rescind the Agreement, at no cost, at any time before midnight of the third business day after receiving a copy of this Agreement Document by contacting SFE. The cancellation will become effective on a date determined by the NGDC/EDC. 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 forty-five (45) days' written notice if SFE is unable or is prevented from complying with any of the obligations it owes to the NGDC/EDC or if the NGDC/EDC is unable or is prevented from complying with any of the obligations it owes to SFE. SFE may terminate the Agreement(s) if the Applicant is in default. If the Fixed Price Agreement(s) is terminated because the Applicant is in default, unless for a reason that is beyond the control of the Applicant, exit fees of \$0.18/Ccf, \$1.80/Mcf or \$0.18/therm and \$0.015 per kWh may apply for the estimated usage of the natural gas and/or electric generation service for the remaining Term of each Agreement. Plus Pennsylvania sales tax for the remainder of the Agreement(s) shall apply. A small commercial customer's estimated usage of electric generation service will be based on the last twelve (12) months of actual usage.

**Common reasons for cancellation of the Agreement(s) with exit fees:**

**Non-Payment** – If the Applicant's natural gas and/or electric generation service is cancelled by the Applicant's NGDC/EDC, then the Agreement(s) 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.

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

**Common reason for cancellation of the Agreement(s) without exit fees:**

**Applicant Move** – When an Applicant moves from one location to another, even if the move is within an NGDC's service territory, the Agreement is cancelled, regardless of whether the customer provides notice or not. When an Applicant moves from one location to another, even within an EDC's service territory, the Agreement will continue.

**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.

**Usage** – SFE reserves the right to decline the Agreement(s) if the Applicant's natural gas and/or electric generation service usage is determined by SFE to be too low. This determination shall be at the sole discretion of SFE.

**Regulatory Changes** – If, at some future date, there is a change in any law, rule, regulation or pricing structure whereby SFE is prevented, prohibited, or frustrated from carrying out the terms of the Agreement(s). SFE will provide advance notice to the Applicant if a change in terms are offered.

**8. Assignment.** The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under this Agreement. 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 and the rights and obligations hereunder, to another energy supplier, natural gas and/or electric generation supplier or other entity as authorized by the PUC, by providing the Applicant with thirty (30) days' notice. If SFE assigns the Applicant's Agreement the Applicant's terms and conditions will remain unchanged. Prior to any assignment, SFE will provide the Applicant, the NGDC/EDC, and PAPUC with notice. The notice will include the name and contact information of the Applicant's new supplier, as well as the estimated month and year the assignment would be expected to occur.

**9. Information Release Authorization.** The Applicant authorizes SFE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the NGDC/EDC: 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 shall constitute authorization for the release of this information to SFE. The Applicant may rescind this authorization at any time by providing written notice thereof to SFE or by calling SFE at 1-877-316-6344. SFE reserves the right to cancel the Agreement in the event the Applicant rescinds the authorization. The Applicant consents to providing SFE with a copy of the utility bill(s) in order to process the Agreement with the NGDC/EDC. 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 Term of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice thereof to SFE or by calling SFE at 1-877-316-6344. 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: (A) ELECTRIC GENERATION SUPPLY** – IF THE APPLICANT HAS A FIXED TERM AGREEMENT WITH SFE THAT IS APPROACHING THE EXPIRATION DATE, OR WHENEVER SFE PROPOSES TO CHANGE THE TERMS OF SERVICE IN ANY TYPE OF CONTRACT, THE APPLICANT WILL RECEIVE TWO SEPARATE WRITTEN NOTIFICATIONS THAT PRECEDE EITHER THE EXPIRATION DATE OR THE EFFECTIVE DATE OF THE PROPOSED CHANGES. THESE NOTIFICATIONS WILL EXPLAIN YOUR OPTIONS GOING FORWARD. SFE WILL SEND THE APPLICANT AN INITIAL NOTICE AT ABOUT FORTY-FIVE (45) TO SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE FIXED TERM CONTRACT OR THE EFFECTIVE DATE OF THE PROPOSED CHANGE IN TERMS. IF THE APPLICANT DOES NOT CONTACT SFE, SFE WILL SEND THE APPLICANT AN ADDITIONAL OPTIONS NOTICE THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE APPLICANT'S FIXED TERM AGREEMENT. THIS NOTIFICATION WILL EXPLAIN YOUR OPTIONS GOING FORWARD, AND YOU WILL NOT FACE CANCELLATION FEES FROM THE DATE THE OPTIONS NOTICE IS RECEIVED TO THE DATE YOUR FIXED DURATION ELECTRICITY AGREEMENT EXPIRES. IF SFE IS BILLING THE APPLICANT DIRECTLY FOR IT'S SERVICES, THEN SFE WILL PROVIDE THE NOTICES AS A BILL MESSAGE, A BILL INSERT, OR IN A SEPARATE CORRESPONDING MAILING. IF THE EDC IS BILLING SFE'S CHARGES, THEN SFE WILL PROVIDE THE NOTICES IN SEPARATE CORRESPONDING MAILINGS. SFE WILL EXPLAIN THE APPLICANT'S OPTIONS IN THESE TWO (2) ADVANCE NOTIFICATIONS. **(B) NATURAL GAS SUPPLY** – IF THE APPLICANT HAS A FIXED TERM AGREEMENT THAT IS APPROACHING THE EXPIRATION DATE, OR WHENEVER SFE PROPOSES TO CHANGE THE TERMS OF SERVICE, THE APPLICANT WILL RECEIVE TWO SEPARATE WRITTEN NOTIFICATIONS, THE FIRST APPROXIMATELY SIXTY (60) TO SEVENTY FIVE (75) DAYS IN ADVANCE AND THE SECOND FORTY-FIVE (45) DAYS IN ADVANCE OF EITHER THE EXPIRATION DATE OR THE EFFECTIVE DATE OF THE PROPOSED CHANGES. THESE NOTIFICATIONS WILL EXPLAIN THE APPLICANT'S OPTIONS GOING FORWARD. IF SFE IS BILLING THE APPLICANT DIRECTLY FOR IT'S SERVICES, THEN SFE WILL PROVIDE THE NOTICES AS A BILL MESSAGE, A BILL INSERT, OR IN A SEPARATE CORRESPONDING MAILING. IF THE NGDC IS BILLING SFE'S CHARGES, THEN SFE WILL PROVIDE THE NOTICES IN SEPARATE CORRESPONDING MAILINGS. SFE WILL EXPLAIN THE APPLICANT'S OPTIONS IN THESE TWO ADVANCE NOTIFICATIONS. **VARIABLE PRICE AGREEMENT(S): VARIABLE ELECTRIC GENERATION AND/OR NATURAL GAS SUPPLY-** 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.

The notifications will inform the Applicant of their right to renew, terminate, or renegotiate the Agreement(s). The then-current Agreement(s) between the Applicant and SFE will be provided to the Applicant whenever a material change is made, free of charge to the Applicant. As to the Applicant's rights, if the Applicant finds the material change unacceptable, the Applicant may choose another supplier or return to NGDC/EDC service before the material change goes into effect, without charge or penalty to the Applicant. Examples of material changes include a change to the pricing structure or extension of the Initial Term. If the Applicant does not respond to the notifications the Applicant's service with SFE will continue on a month to month basis at a monthly Variable Price per kWh/Ccf/therm/Mcf, which is established prior to the month of flow and remains unchanged for the duration of each month. The variable rate takes into consideration the market price of gas or electricity, transportation costs, utility and other related charges, applicable taxes, and markup for margin.

**11. Material Change.** In the event that additional charges, fees, or other costs are incurred or applied by any regulatory body, ISO, NGDC/EDC or other entity, as a result of a material change to 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 Applicant at no markup.

**12. Warranty.** The Agreement 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, 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 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 NGDC/EDC (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.** To the fullest extent permitted by law, SFE shall not be liable for: (i) any claims, loss, injury or damages, whether based in contract, tort, strict liability or otherwise, with the exception of claims, loss, injury or damages to the extent caused by SFE's negligence, gross negligence, recklessness or intentional wrongdoing; or (ii) any indirect, consequential or special damages of any kind, including, without limitation, lost profits, even if SFE has been advised of the possibility of such damages, and whether based in contract, tort, strict liability or otherwise. There are no third-party beneficiaries to this Agreement.

**15. Contact Information.** The Applicant may contact SFE's Customer Care at 1-877-316-6344 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 Pennsylvania, 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 1-866-421-0898. The name and telephone number of the Applicant's NGDC/EDC and Supplier of Last Resort is: PECO 1-800-494-4000 or PPL 1-800-342-5775 or Metropolitan Edison 1-800-545-7741 or Duquesne Light 1-412-393-7100 or PennPower 1-800-720-3600 or West PennPower 1-800-686-0021 or UGI Electric 1-800-276-2722 or Penelec 1-800-545-7741 or Columbia Gas 1-888-460-4332 or Peoples Natural Gas 1-800-764-0111 or Philadelphia Gas Works (PGW) 1-215-235-1000 or NFG 1-800-365-3234. The Utility Choice Hotline Number is 1-800-692-7380. NFG: Assistance Referrals, Out of Work 1-800-365-3235. Information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the PUC by calling the PUC's Telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us). **Pennsylvania Public Utility Commission:** 400 North Street, Harrisburg, PA 17120 <http://www.puc.pa.gov> 1-800-692-7380.

**16. Dispute Resolution.** In the event of a question or concern about the Applicant's dispute or any other service term, please contact SFE. The Applicant should contact SFE by telephone or in writing at the contact information provided above in Section 15. The parties agree to use their best efforts to resolve any dispute. If the Applicant is not satisfied after discussing their terms with SFE, the Applicant may contact the PUC at 1-800-692-7380.

**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, 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 to the extent permitted by law. 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 Customer Care (see Section 15) to provide such written notification. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged.

**17. 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.

**18. 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.

**19. 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.

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

**19. Parties Bound.** The Agreement is binding upon the Parties hereto and their respective successors and legal assigns.



## Electric Generation Supplier Contract Summary – Fixed Price Plan

<b>Electric Generation Supplier (EGS) Information</b>	SFE Energy Pennsylvania, Inc., P.O. Box 967, Buffalo, NY 14240-0967 1-877-316-6344, cs@sfeenergy.com, PUC License Number: A-2013-2353576 SFE is responsible for the Applicant's electric generation charges.		
<b>Price Structure</b>	Fixed Price Plan		
<b>Contract Duration/Length</b>	_____ Months If the Applicant has a fixed duration contract that will be ending, or whenever SFE wants to change the contract, the Applicant will receive two (2) separate notices before the contract ends or the changes happen. The Applicant will receive the first notice forty-five (45) to sixty (60) days before, and the second notice thirty (30) days before the expiration date or the date the change becomes effective. These notices will explain the Applicant's options.		
<b>Generation/Supply Price</b>	<b>Price per kWh</b>		
	_____ months at [ ] . [ ] [ ] [ ] [ ] [ ] \$/kWh The Applicant's price for the Applicant's first billing period will be _____ \$/kWh and will remain fixed for the remainder of the contract.		
<b>Generation Price at Various Usage Levels.</b>	<b>Usage:</b>	<b>500 kWh</b>	<b>1000 kWh</b>
	<b>Price Per kWh:</b>		
<b>Statement Regarding Savings</b>	SFE's price may not always provide savings against the Applicant's EDC's price to compare.		
<b>Deposit Requirements</b>	None.		
<b>Incentives</b>	N/A		
<b>Contract Start Date</b>	The Term of the Applicant's Agreement with SFE will start on a date set by the Applicant's NGDC. This is when the Applicant will begin to receive supply of the Applicant's electric generation services from SFE Energy.		
<b>Cancellation/Early Termination Fees</b>	If the Applicant early terminates the Agreement, exit fees of \$0.015 per kWh, plus applicable taxes, for the estimated usage of the electric generation service for the remainder of the Agreement shall apply. A small commercial customers estimated usage of natural gas supply will be based on the last twelve (12) months of actual usage.		
<b>End of Contract</b>	The Applicant will receive advance notice before the contract expires and/or when SFE proposes any changes to contract terms. The first notice will be sent between 45 and 60 days and the second notice describing your options will be sent 30 days prior to expiration or the effective date of any changes to the terms of the Applicant's Agreement. These notifications will explain the Applicant's options going forward.		
<b>Right of Rescission</b>	The Applicant may rescind the Agreement(s), at no cost, at any time before midnight of the third business day after receiving a copy of this Agreement Document by contacting SFE orally, electronically, or through writing (See Section 18 of the Terms and Conditions). SFE is not permitted to waive the Applicant's three (3) day right to rescission.		



## Electric Generation Supplier Contract Summary – Variable Price Plan

<b>Electric Generation Supplier (EGS) Information</b>	SFE Energy Pennsylvania, Inc., P.O. Box 967, Buffalo, NY 14240-0967 1-877-316-6344, cs@sfeenergy.com, PUC License Number: A-2013-2353576 SFE is responsible for the Applicant's electric generation charges.		
<b>Price Structure</b>	Variable Price Plan The Applicant has selected the Variable Plan, the Price per kWh will be established and 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.		
<b>Contract Duration/Length</b>	_____ Months This is a Variable month of month Agreement and can be cancelled at any time.		
<b>Generation/Supply Price</b>	<b>Price per kWh</b>		
	_____ months at [ ] . [ ] [ ] [ ] [ ] [ ] \$/kWh The Applicant's price for the Applicant's first billing period will be _____ \$/kWh.		
<b>Generation Price at Various Usage Levels.</b>	<b>Usage:</b>	<b>500 kWh</b>	<b>1000 kWh</b>
	<b>Price Per kWh:</b>		
<b>Statement Regarding Savings</b>	SFE's price may not always provide savings against the Applicant's EDC's price to compare.		
<b>Deposit Requirements</b>	None.		
<b>Incentives</b>	N/A		
<b>Contract Start Date</b>	The Term of the Applicant's Agreement with SFE will start on a date set by the Applicant's NGDC. This is when the Applicant will begin to receive supply of the Applicant's electric generation services from SFE Energy.		
<b>Cancellation/Early Termination Fees</b>	N/A		
<b>End of Contract</b>	This is a Variable month of month Agreement and can be cancelled at any time.		
<b>Right of Rescission</b>	N/A.		



## Natural Gas Supplier Contract Summary

<b>Natural Gas Supplier Information</b>	SFE Energy, P.O. Box 967, Buffalo, NY 14240-0967, 1-877-316-6344 cs@sfeenergy.com  SFE is responsible for the Applicant's natural gas supply charges.		
<b>Price Structure</b>	Fixed Price Protection Program		
<b>Contract Term/Length</b>	Term: _____		
<b>Natural Gas Supply Price</b>	<b>Utility Name</b>	<b>Price per Ccf/therm/Mcf</b>	<b>Price</b>
	_____	\$ _____/per Ccf/therm/Mcf (GRT included)	<b>Fixed Price Protection Program</b>
<b>Statement Regarding Savings</b>	SFE's price may not always provide savings against the Utility's price to compare.		
<b>Deposit Requirements</b>	Not Applicable.		
<b>Contract Start Date</b>	The Term of the Applicant's Agreement with SFE will start on a date set by the Applicant's NGDC. This is when the Applicant will begin to receive supply of the Applicant's natural gas supply from SFE Energy.		
<b>Cancellation/Early Termination Fees</b>	If the Applicant early terminates the Agreement, exit fees of \$0.18/Ccf/therm or \$1.80/Mcf, plus applicable taxes, for the estimated usage of the natural gas supply for the remainder of the Agreement shall apply. A small commercial customers estimated usage of natural gas supply will be based on the last twelve (12) months of actual usage.		
<b>End of Contract</b>	The Applicant will receive advance notice before the contract expires and/or when SFE proposes any changes to contract terms. The first notice will be sent between 45 and 60 days and the second notice describing your options will be sent 30 days prior to expiration or the effective date of any changes to the terms of the Applicant's Agreement. These notifications will explain the Applicant's options going forward.		



## Natural Gas Supplier Contract Summary

<b>Natural Gas Supplier Information</b>	SFE Energy, P.O. Box 967, Buffalo, NY 14240-0967, 1-877-316-6344 cs@sfeenergy.com  SFE is responsible for the Applicant's natural gas supply charges.		
<b>Price Structure</b>	Variable month to month Price Program		
<b>Contract Term/Length</b>	Term: _____		
<b>Natural Gas Supply Price</b>	<b>Utility Name</b>	<b>First Month Price per Ccf/therm/Mcf</b>	<b>Price</b>
	_____	\$ _____ /per Ccf/therm/Mcf (GRT included)	<b>Variable Price Program</b>
<b>Statement Regarding Savings</b>	SFE's price may not always provide savings against the Utility's price to compare.		
<b>Deposit Requirements</b>	Not Applicable.		
<b>Contract Start Date</b>	The Term of the Applicant's Agreement with SFE will start on a date set by the Applicant's NGDC. This is when the Applicant will begin to receive supply of the Applicant's natural gas supply from SFE Energy.		
<b>Cancellation/Early Termination Fees</b>	N/A		
<b>End of Contract</b>	This is a Variable month to month Agreement and can be cancelled at any time.		



# NOTICE OF CANCELLATION

Date of Transaction: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MM DD YY  
(Enter date of Agreement)

**IF THE APPLICANT RECEIVES NATURAL GAS AND/OR ELECTRIC GENERATION SERVICE UNDER A SMALL COMMERCIAL, SMALL INDUSTRIAL OR SMALL BUSINESS RATE CLASSIFICATION, AND THEIR MAXIMUM REGISTERED NATURAL GAS PEAK LOAD WAS LESS THAN 300 Mcfs AND ELECTRICITY PEAK LOAD WAS LESS THAN 25 kW WITHIN THE LAST 12 MONTHS, THE APPLICANT MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.**

**– IF THE APPLICANT CANCELS, ANY PAYMENTS MADE BY THE APPLICANT UNDER THE CONTRACT OR SALE WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF THE APPLICANT CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO SFE ENERGY, AT**

**P.O. BOX 967, BUFFALO, NY 14240-0967**

**NOT LATER THAN MIDNIGHT OF:**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MM DD YY  
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION.

Date of Cancellation: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MM DD YY

\_\_\_\_\_  
**Signature** (I have the authority to sign on behalf of the Account Holder)

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

\_\_\_\_\_  
Applicant's **Print Name**

\_\_\_\_\_  
Relationship to Account Holder / Title (if applicable)

Billing Address: \_\_\_\_\_  
Unit Number Street Number Street Name  
\_\_\_\_\_  
City State Zip Code

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Gas Account Number (if applicable)

\_\_\_\_\_  
Utility Name

\_\_\_\_\_  
Electricity Account Number (if applicable)

\_\_\_\_\_  
Utility Name

