



NY Commercial Electric & Gas Enrollment Form

Agent Name:	Agent Code:
Customer Information	
Business Name:	Account Name:
Contact Name:	Mailing Address (No POB):
Telephone Number:	E-mail:
Local Gas Utility Name:	Local Electric Utility Name:

Price and Customer Disclosure Statement

Electric: New Customer Existing Customer Renewing Price Tax Exempt (provide tax form)

FIXED PRICE at **\$0.0** per kwh *Requested Start Date: _____

INDEX Settle plus **\$0.0** per kwh

The **Term** for this agreement is: 6 months 12 months 18 months 24 months __ months

Gas: New Customer Existing Customer Renewing Price Tax Exempt (provide tax form)

FIXED PRICE at \$_____ per therm *Requested Start Date: _____

NYMEX Settle plus \$_____ per therm

The **Term** for this agreement is: 6 months 12 months 18 months 24 months __ months

- **Amount of Early Termination Fee ("ETF") and method of calculation** - In addition to any other applicable charges, Major will charge an ETF of the greater of (a) \$500 or (b) 2¢ per kWh multiplied by the estimated amount of kWh remaining for the duration under the Fixed Rate agreement and/or 20¢ per therm multiplied by the estimated amount of therms remaining for the duration under the Fixed Rate agreement, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining the estimated amount.
- **Amount of Late Payment Fee and method of calculation** – 1.5% per month on overdue balances
- **Renewable Energy Product** - For small commercial customers with non-demand meters, 30% of the energy (Electric) provided by Major under this agreement shall be derived from renewable energy sources.
- **Guaranteed Savings** - This agreement does not offer guaranteed savings below the utility price over the Term.
- **Provisions for renewal of the agreement** - Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew for the same term at a new fixed rate, with no change to the remaining terms (the "Renewal Term").

* A requested start date will commence with the meter read in that specific month. For example, if a January start date is requested, the account will be submitted for a start flow date in the month of January. Please note, due to utility enrollment guidelines and processing time, Major Energy cannot always guarantee that the requested start date will be met. The service start date hereunder will begin on the first day of the billing period that the Utility enrolls the Customer for Seller's service.

Gas Account / Pod ID Numbers	12 Month Projected Usage in Therms	Electric Account / Pod ID Numbers	12 Month Projected Usage in kwh

By signing this form, I hereby offer to purchase from Major Energy Services LLC, Major Energy Electric Services LLC and/or Respond Power LLC (collectively "Major"), the requirements for the listed period, account(s) at a rate(s) specified above (the "Term"). I will be bound to receive and purchase from Major, electricity and/or gas during the Term in accordance with the General Terms and Conditions set forth herein, which I have received.

This Agreement is subject to my being enrolled by my local utility, named above, in its Retail Choice Program. I hereby authorize named utility to enroll me in this program.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Major Energy Terms & Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Major Energy Services, LLC for natural gas and/or Major Energy Electric Services, LLC for electricity (collectively and/or individually as the case may be hereafter "Major"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Major (the "Agreement"). Subject to the terms and conditions of this Agreement, Major agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Major, necessary to meet Customer's requirements based upon consumption data obtained by Major or the delivery schedule of the Local Distribution Utility (the "LDC"). Major is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Major or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by Major.

2. Term. For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Major is deemed effective by the LDC, and shall continue for one month thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

For Fixed Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Major is deemed effective by the LDC, and shall continue for 6, 12, 18 or 24 months thereafter (the "Initial Term") or as set forth on the first page of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew for the same term at a new fixed rate, with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Major will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to reject or renegotiate this Agreement.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a:

- variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Major's costs, expenses and margins;
- NYMEX settle plus \$_____ adder that varies each month (line loss not included) or
- FIXED price of \$_____ per therm plus, in each case, all applicable taxes.

Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a:

- variable price which each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Major's costs, expenses and margins; or
- FIXED price of \$_____ per kWh plus in each case, all applicable taxes.

For fixed price service, unless otherwise agreed to in writing, if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load ("True-up"). If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption ("True-up"). The True up will be billed to the customer in the form of a blended rate of the agreed upon fixed rate and the True-up value: for months 1-3 on the 4th bill, for months 4-6 on the 7th bill, for months 7-9 on the 10th bill, for months 10-11 on the 12th bill, and for month 12 as a separate invoice. If there is a material adverse change in the business or financial condition of Customer (as determined by Major at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Major may terminate this Agreement upon 15 days' written notice to Customer.

If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Major terminates this Agreement due to Customer's breach, the Customer shall pay Major, in addition to any other applicable charges, a cancellation fee equivalent to the greater of (a) \$500 or (b) 2¢ per kWh multiplied by the estimated amount of kWh remaining for the duration under the Fixed Rate agreement and/or 20¢ per therm multiplied by the estimated amount of therms remaining for the duration under the Fixed Rate agreement, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining the estimated amount. However for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be \$100 if the remaining term is less than 12 months and \$200 if the remaining term is more than 12 months. Major will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Major or the LDC, or each of the LDC and Major may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Major may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Major may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Major charges due on any consolidated bill prepared by the LDC for Major will be grounds for disconnection of utility services in accordance with NYPS rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Major. Major may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. Customer authorizes Major to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: 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 human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Major to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Major. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Major or by calling Major at 1.888.625.6760. Major reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Major to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Major will provide 15 days' notice prior to the cancellation of service to a Customer. In the event of non-payment of any charges owed to Major, a Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Major at 1-888-625-6760 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three

Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Major at 1-888-625-6760 or in writing. There is no rescission period for commercial customers. Customer is liable for all Major charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency — Gas. Customer hereby designates Major as agent to; (a) arrange and administer contracts and service agreements between Customer and Major and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Major to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Major as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by Major to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Major agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency — Electric: Customer hereby designates Major as agent to; (a) arrange and administer contracts and service agreements between Customer and Major and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Major as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO Major load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and Major agree that title to, control of, and risk of loss to the natural gas supplied by Major under this Agreement will transfer from Major to Customer at the Sales Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Major. Major makes no representations or warranties other than those expressly set forth in this Agreement, and Major expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. Major will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Major does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Major ("Force Majeure Events") may result in interruptions in service. Major will not be liable for any such interruptions caused by a Force Majeure Event, and Major 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 local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Major's control.

12. Liability. The remedy in any claim or suit by Customer against Major will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Major or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Major Contact Information. Customer may contact Major's Customer Service Center at 1-888-625-6760, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Major at: Major, 100 Dutch Hill Rd., Suite 230, Orangeburg, NY 10962. Notice to the Customer may be provided through electronic mail to the address provided by Customer.

14. Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving Major's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Major by telephone the event of a billing dispute or a disagreement involving Major's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Major by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Major's service, Customer should contact Major's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us. Any claim by customer (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) must be resolved by the DPS or arbitration. THIS MEANS YOU SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Class Action Waiver - ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR LITIGATE IN COURT AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Major's net income, shall be paid by Customer, and Customer agrees to indemnify Major and hold Major harmless from and against any and all such taxes.

17. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, ICAP market (including ICAP tag changes), or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this Agreement including, but not limited to price, Major shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days’ written notice of such modification to the Customer.

18. Emergency Service. The LDC 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 LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1-877-434-4100; KeySpan 718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk at 1-800-892-2345; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-527-2714; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call Major at: 1-888-625-6760.

19. Refund Policy. As the commodity supplied under this Agreement is immediately used and consumed by Customer upon delivery, it is not practical to return the product subject to this Agreement, and therefore refunds with respect to the commodity are not provided.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

21. Email. Providing email address constitutes acceptance of Customer’s enrollment in the monthly e-newsletter.