



# Residential Electricity Sales Agreement

## Customer Disclosure Statement\*

<b>Product</b>	Pollution Free Smart Six - Westchester County
<b>Price</b>	7.4¢ per kWh plus a Monthly Customer Charge of \$4.95 (based on a 30-day billing cycle)*
<b>Fixed or Variable and, if variable, how the price is determined</b>	Fixed Rate: During the Initial Term the price is the fixed price per kWh indicated above. During any monthly Renewal Term, the price may vary each month to reflect the cost of electricity, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus all applicable taxes, fees, charges, costs, expenses and margins.
<b>Length of the agreement and end date</b>	<b>Initial Term: 6 months from enrollment effective date.</b>
<b>Process customer may use to rescind the agreement without penalty</b>	Customer may rescind within 3 business days after signing this Agreement by calling toll free at 1-800-636-5690, or by email to NYCcustomerCare@greenmountain.com or by mail to Green Mountain Energy Company, P.O. Box 1105 New York, NY 10159-1105.
<b>Amount of Early Termination Fee and method of calculation</b>	Customer acknowledges and agrees that in the event of a cancellation or termination of this Agreement after the rescission period described above and before the end of the Initial Term, <b>Green Mountain will charge the Customer an Early Termination Fee of \$100.</b>
<b>Amount of Late Payment Fee and method of calculation</b>	None assessed by Green Mountain. See General Terms for charges assessed by your LDU.
<b>Provisions for renewal of the agreement</b>	After Initial Term, automatically renews on a month-to-month basis at the same terms, unless Green Mountain sends customer written notice of proposed changes to such terms in advance of the effective date of the changes.

\* Please refer to the General Terms and Conditions for details

## General Terms and Conditions

**Agreement to Sell and Purchase Energy:** This is an agreement between Green Mountain and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Green Mountain (the "Agreement"). Subject to the terms and conditions of this Agreement, Green Mountain agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Green Mountain, necessary to meet Customer's requirements based upon consumption data obtained by Green Mountain or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Green Mountain or the LDU's delivery schedule. The LDU will continue to deliver the electricity supplied by Green Mountain.

**Term:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Green Mountain is deemed effective by the LDU. For fixed rate Customers, the Agreement shall continue for the length of the term specified in the Customer Disclosure Statement on the first page of this Agreement ("Initial Term"). For variable rate Customers the Agreement shall automatically renew on a month-to-month basis at the same terms, unless Green Mountain sends Customer written notice of proposed changes to such terms in advance of the effective date of the changes. Any such written notice will be sent at least 30 days and no more than 60 days prior to the effective date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew or terminate this Agreement. While receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Green Mountain is provided with 30 days' advance written notice of termination and Green Mountain may cancel or terminate this Agreement without penalty so long as Customer is provided with 30 days' advance written notice of termination.

**Pricing, Billing, and Termination:** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be the price indicated in the Customer Disclosure Statement on the first page of this Agreement. Variable Rate Products: If you have selected a Variable Rate product, the variable price may vary on a monthly basis to reflect the cost of electricity, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus all applicable taxes, fees, charges, costs, expenses and margins. Fixed Rate Products: If you have selected a Fixed Rate product, the price will not change as a result of changes in ICAP or UCAP, but may change for reasons allowed by law, including, without limitation, a change in charges, or new charges, imposed by your LDU, the New York Independent System Operator or its successor ("NYISO"), the New York Public Service Commission (including the New York Department of Public Service) (the "NYPSC") or other government agency. Customer acknowledges that such charges are based on the established NYISO and other RTO tariffs and Open Access Transmission Tariffs ("OATT") that are in effect as of the date service hereunder commences. Green Mountain will have the right to adjust the price due to changes in the OATT rate design or market structure design, provided that such right shall be limited to reflecting the additional charges or costs to Green Mountain caused by changes in the OATT. Your price excludes: (a) transmission, distribution and transportation charges; (b) fees, charges and other assessments imposed by your LDU, NYISO, NYPSC or other governmental agency; and (c) federal, state and local taxes (other than state gross receipts tax). These items are in addition to your price.

Pollution Free™ and Pollution Free Gold™ customers shall also pay a Customer Charge of \$0.2283 per day (averaging \$6.95 per residential account per month on an annual basis) in New York City and \$0.1626 per day (averaging \$4.95 per residential account per month on an annual basis) in Westchester County. Pollution Free Efficient with Nest customers shall pay a Customer Charge of \$0.2942 per day (averaging \$8.95 per residential account per month on an annual basis) in New York City and Westchester County.

Customer will receive a single consolidated bill for both commodity and delivery costs from the LDU. Customer shall remit payment to the LDU. 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 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"). In the event of failure to remit payment when due, Green Mountain may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). For electricity sold as a fixed rate under this Agreement Customer acknowledges and agrees that in the event of a termination before the end of the Initial Term, Green Mountain may charge and Customer will pay an early termination fee of \$100.00. A \$30 fee will be charged for all returned checks.

**Green Mountain Energy™ Sun Club™:** The Sun Club program promotes the development of solar technology by funding and building solar power for non-profit organizations. Green Mountain will contribute \$2.50 per month to the Sun Club for each served Pollution Free Gold customer.

**Product:** Included in the purchase of Green Mountain's *Pollution Free* electricity products, Green Mountain ensures that electricity equal 100% of the Customer's electricity usage is produced by wind power generation facilities located in the United States. For *Pollution Free Gold* electricity products, Green Mountain ensures that at least 5% of the electricity is produced using wind power generation facilities located in the United States, and up to 90% of the electricity is produced using wind power generation facilities located within either the NYISO or PJM operated electric transmission systems, including all or parts of New York, Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. Green Mountain does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation. You will not have electricity from a specific generation facility delivered directly to your service address, but your purchase ensures that the applicable percentage of your electricity usage is offset by the generation of energy from renewable energy generation resources on an annual basis. Your purchase helps support the development and operation of renewable energy facilities and creates environmental benefits in the areas where the renewable energy is generated as well as for all of us in the form of reduced levels of carbon dioxide (CO2) and other greenhouse gas emissions that can be expected as more energy is generated from renewable resources and less is required from fossil-fuel sources. Green Mountain may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

**Assignment:** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Green Mountain. Green Mountain 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 this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

**Information Release Authorization:** Customer authorizes Green Mountain to obtain and review the following information from the LDU: consumption history; billing determinants; utility 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. Green Mountain may use this information to determine whether to 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 Green Mountain. 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 Green Mountain or by calling 1-800-636-5690. Green Mountain reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Consumer Protections:** The services provided by Green Mountain to Customer are governed by the terms and conditions of this Agreement and HEFPA. Green Mountain will provide at least 15 days' notice prior to service cancellation. In the event of non-payment of any charges owed to Green Mountain, 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 Green Mountain at 1-800-636-5690, 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 DPS for inquiries regarding the competitive retail energy market at 1-888-697-7728.

**Cancellation:** Customer may rescind this Agreement within 3 business days after signing this Agreement by calling Green Mountain at 1-800-636-5690, emailing NYCCustomerCare@greenmountain.com, or mailing Green Mountain Energy Company, P.O. Box 1105, New York, NY 10159-1105. If Customer cancels or terminates this Agreement after service has been switched to Green Mountain, it may take up to 10 weeks for Customer to return to the LDU for service, and Customer is liable for all Green Mountain charges until Customer's switch to the LDU or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDU or if access is unavailable, an estimate of usage will be used for the final bill, which will be tried-up when the final meter reading is provided. Pursuant to HEFPA, Customer's distribution and commodity service may be suspended if Customer fails to pay Green Mountain's outstanding charges.

**Moving; Relocation within the Service Territory:** A Customer relocating within the same LDU service territory may continue Green Mountain service at the new location by calling Green Mountain at 1-800-636-5690 or emailing NYCCustomerCare@greenmountain.com prior to contacting the LDU.

**Agency:** Customer hereby appoints Green Mountain as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title:** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO Green Mountain load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs.

**Force Majeure:** Green Mountain will make commercially reasonable efforts to provide electricity hereunder but Green Mountain does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Green Mountain ("Force Majeure Events") may result in interruptions in service. Green Mountain will not be liable for any such interruptions caused by a Force Majeure Event, and Green Mountain 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 LDU system, non-performance by the LDU (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 Green Mountain's control.

**Liability:** The remedy in any claim or suit by Customer against Green Mountain will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Green Mountain 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.

**Contact Information:** Customer may call Green Mountain at 1-800-636-5690, Mon.- Fri., 8:00 a.m. - 7:00 p.m. EST (hours subject to change), email at NYCCustomerCare@greenmountain.com or, mail to Green Mountain Energy Company, P.O. Box 1105, New York, NY 10159-1105.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving Green Mountain's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Green Mountain 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.

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

**Taxes and Laws:** Except as otherwise provided in this Agreement or by applicable 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 Green Mountain's net income, shall be paid by Customer, and Customer agrees to indemnify Green Mountain and hold Green Mountain harmless from and against any and all such taxes. 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.

**Regulatory Changes:** If there is a future change in any law, rule, regulation or pricing structure whereby Green Mountain is prevented, prohibited or frustrated from carrying out the terms of this Agreement, at its sole discretion Green Mountain shall have the right to cancel this Agreement on 15 days' notice to Customer.

**Emergency Service: The LDU will continue to respond to emergencies including electricity outages and service interruptions.**

Customer should immediately call their LDU and emergency personnel at:

ConEd: 1-800-75-CONED (1-800-752-6633)

Orange & Rockland: 1-877-434-4100

NYSEG: 1-800-572-1131

National Grid: 1-800-867-5222

Rochester Gas & Electric: 1-800-743-1701

Central Hudson Gas & Electric: 1-800-527-2714

**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.

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

Effective July 2013

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