



**Energy Harbor LLC  
Illinois Electric Supply Agreement Pricing Attachment – Small Commercial**

By executing this completed Pricing Attachment, Customer acknowledges agreement with the Terms and Conditions (together the "Agreement").

**CUSTOMER INFORMATION:**

<b>Company:</b>					
<b>Billing Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Contact Phone:</b>			<b>Email:</b>		
<b>Federal Tax ID #:</b>			<b>Tax Exempt</b> (if "yes" please submit copy of certificate with contract): <input type="checkbox"/> Yes <input type="checkbox"/> No		

**ACCOUNT INFORMATION (if more than 1 account, please complete page 2):**

<b>Account #:</b>					
<b>Service Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

**EU/Electric Utility (Check One):**

<input type="checkbox"/> Ameren Illinois	<input type="checkbox"/> Commonwealth Edison
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**Contract Term:**

_____ Months
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**Price Structure: Fixed**

<b>Generation/Supply Price</b>	<b>Contract Start Date (MM/YY)*</b>
_____ \$/kWh	_____/____

*\*The Contract Start Date is an estimate only and shall be determined by the Electric Utility in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date upon which the Electric Utility determines to switch the Customer.*

I hereby agree to purchase electricity from Energy Harbor under the Terms and Conditions that were included and presented with this offer. I understand and agree to those Terms and Conditions. I affirm that I am an authorized representative of the company listed below and that I have the authority to make decisions on behalf of the company regarding its choice of Energy Harbor for its electric generation supplier. Energy Harbor has my permission to obtain the past and current electric usage data of the company for the accounts listed below.

**Accepted and Agreed to:**

**Customer**

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Energy Harbor LLC**

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Energy Harbor LLC  
Supply Agreement Pricing Attachment – Additional Accounts**

**ACCOUNT INFORMATION (Only to be used if more than 1 account from Page 1. Please attach as many additional pages as necessary.)**

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					

<b>Account #:</b>		<b>Service Address:</b>			
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Mailing Address:</b>					



## Small Commercial - Electric - Terms and Conditions

These Terms and Conditions together with the enrollment materials are your agreement (“Agreement”) for electric generation service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy for your records.

Energy Harbor is certified by the Illinois Commerce Commission (“ICC” or “Commission”) to offer and supply electric generation services in Illinois. As an Alternative Retail Electric Supplier (“ARES”), Energy Harbor will supply the electric generation to your Electric Utility (“EU”) based on your usage. Your EU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The ICC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system. *RTO* – Regional Transmission Organization.

**Right of Rescission:** Once you have been enrolled to receive electric generation service from Energy Harbor, your EU will send you a confirmation letter. For small commercial customers that consume 15,000 kilowatt-hours (“kWh”) per year or less, you have the right to rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter by contacting Energy Harbor or the EU. The Right of Rescission only applies when a customer switches to a different supplier and not on renewal enrollments. Your EU will not send a confirmation notice upon any renewal of this Agreement.

**Eligibility:** Any non-residential retail customer (referred to here as “Customer”) with annual usage that does not exceed one (1) million kWh in its EU service area is eligible for this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a fixed price for combined electric Generation and Generation Related Charges, specified in the Pricing Attachment as the “Generation/Supply Price”, which is made part of these Terms and Conditions by reference. In addition to Energy Harbor’s charges, you will be charged by your EU for distribution and various other charges. In addition to the charges described above, if any RTO or similar entity, EU, governmental entity or agency, North American Electric Reliability Corporation or other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Energy Harbor new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Supply under this Agreement (any of the foregoing, a “Pass-Through Event”), which are not otherwise reimbursed to Energy Harbor, Customer agrees that Energy Harbor may adjust the Customer’s prices and charges to pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the applicable ten (10) day rescission period, the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the **Customer Consent and Information Release Authorization** paragraph below), and the processing of the enrollment by your EU. Your service will continue until the meter read date for the last month of service as specified in your offer materials from Energy Harbor.

**Billing:** You will receive a consolidated bill monthly from your EU for both your Energy Harbor and EU charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EU charges may result in your electric service being disconnected in accordance with the EU tariff.

**Penalties, Fees and Exceptions:** Your EU may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EU. For small commercial customers that consume 15,000 kWh per year or less, you have the right to terminate or cancel this Agreement at any time without any termination fee or penalty. For customers that consume greater than 15,000 kWh per year, you may terminate this Agreement, without penalty, if you move outside the ARES provider’s service area or into an area where the ARES provider charges a different price, by providing Energy Harbor with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, or fail to make payment as required by this Agreement, you will be charged any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the Generation/Supply Price at the time of execution of the applicable Pricing Attachment, less the market value of Customer’s electricity supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor’s reasonable control (“Force Majeure Event(s)”) and may result in interruptions in service. Energy Harbor will not be liable for any



such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EU or other similar circumstances beyond Energy Harbor's reasonable control. In the event that the program is terminated, you will be returned to your EU's standard service offer. Upon termination with Energy Harbor and return to standard offer service with your EU, you may not be served under the same rates, terms, and conditions that apply to other EU customers.

**Customer Consent and Information Release Authorization:** By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if the pricing provided by Energy Harbor herein is appropriate based on the information Energy Harbor receives from the EU, or if the customer's credit is not satisfactory. If Energy Harbor accepts the enrollment request, Energy Harbor will send you a countersigned Pricing Attachment. If Energy Harbor rejects the enrollment request, you will be notified. You agree that Energy Harbor is not liable for any damages which may be caused by a decision to reject an enrollment request by Energy Harbor or the EU. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EU.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Automatic Renewal:** For customers that consume greater than 15,000 kWh per year, at the end of its term, this Agreement will automatically renew on a month-to-month basis without additional notification, unless you or Energy Harbor affirmatively cancel the Agreement ("Renewal Term"). During the Renewal Term, the Terms and Conditions shall remain the same except that the Generation/Supply Price shall be a variable price that may be higher or lower each month and will be determined in Energy Harbor's sole discretion based upon generally prevailing market and business conditions for electricity in the applicable PJM or MISO market (including but not limited to Energy Harbor's cost to provide service and supply, margin, losses, capacity, ancillary services and other RTO charges) at the applicable EU load zone or equivalent for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one billing month to the next. For small commercial customers that consume 15,000 kWh per year or less, at the end of its term, this Agreement will expire, or at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then your Retail Electric Service from Energy Harbor will automatically renew as outlined in your notice of renewal. You will be notified by Energy Harbor thirty (30) to sixty (60) days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. In these advance notifications, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, the billing cycle in which service under the current term will expire and the billing cycle in which service under the new term will begin, and what actions you must take to cancel the Agreement. You are responsible for arranging your electric supply upon the expiration of the Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 7 a.m. to 4 p.m. CST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance between 8:30 a.m. and 5:00 p.m. CST weekdays by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit [www.iccillinois.gov](http://www.iccillinois.gov) or [www.pluginillinois.org](http://www.pluginillinois.org).

**Miscellaneous:** You may request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, assigning a customer's contract to another ARES provider or except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. Energy Harbor will not disclose a Customer's billing, usage or load data except as permitted by 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law. Energy Harbor's environmental disclosure statement is available for viewing on our website – [www.energyharbor.com](http://www.energyharbor.com). You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the ICC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EU: operation and maintenance of the EU's electrical system, any interruption of service, termination of service, or deterioration of the EU's service. **In the event of a power outage, you should contact your local EU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EU if the customer's rate code is changed and the account is no longer eligible for this offer. If you are a qualified Illinois net metering customer under 220 ILCS 5/16-107.5, you have an obligation to notify Energy Harbor of that status. Energy Harbor will serve net metering customers, including but not limited to compensation for energy and capacity produced by the customer, in accordance with the terms



and conditions established by Illinois law and/or the ICC. To the extent Illinois law changes and modifies the state-mandated net metering compensation, Energy Harbor's administration of this program will change accordingly, including the compensation paid to you. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.