

Santanna Electric Sales Agreement

Definitions: “Santanna” means Santanna Energy Services. Santanna is an “Alternative Retail Electric Supplier” or “ARES,” as defined in the Public Utilities Act, 220 ILCS 5/16-102. “Distribution Service” means the physical delivery of electricity to customers by Commonwealth Edison Company (“ComEd”). “Buyer” means you, the buyer of electricity from Santanna, as signified in the signature block below. This Agreement incorporates herein by reference the enrollment information Buyer received from Santanna and the included Exhibit A, which together constitute the entire agreement between Santanna and Buyer.

Service: Santanna is an independent seller of electric power and energy service certified by the Illinois Commerce Commission (ICC). Santanna is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body (unless Santanna has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements). Santanna will supply electricity to ComEd on Buyer’s behalf. ComEd is responsible for transmitting, distributing and delivering the electricity to Buyer, responding to all service calls and emergencies and reading Buyer’s electric meter. Switching to an ARES will not impact Buyer’s electric service reliability.

Eligibility: This Agreement is contingent upon Buyer providing complete and accurate information to Santanna, acceptance by Santanna and ComEd allowing Buyer to change electric service providers. By entering into this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) commercial account(s) in the ComEd service territory, and that the account information below is complete and accurate. You confirm that you are the customer of record for the electric account(s) identified and that you are authorized to make the supplier change for the account(s) identified below. Buyer will be subject to rules of ComEd’s Customer Choice Program and electric service may be terminated for breach of those rules or this Agreement. If Buyer believes a termination is an error, Buyer can contact ComEd for reinstatement. Buyer must use greater than 15,000 kWh of electricity per year. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna will not disclose social security, tax identification and/or account number(s) without your affirmative written consent other than for Santanna’s own credit inquiry, collection and credit reporting purposes or assigning this Agreement to another ARES.

Price & Service Term: The price and initial term are set forth in Exhibit A. Service under this Agreement begins with Buyer’s next meter read after enrollment in ComEd’s Customer Choice program. Santanna is not responsible for delays in enrollment. The rate for both the initial and renewal term includes transmission charges, but does not include pass through charges for ComEd service (generally, delivery charges and other utility service fees), state taxes or local taxes. If charges passed through to Santanna by ComEd are increased or added, or if any governmental action imposes new charges on Santanna (or on Buyer for which Santanna is compelled to charge Buyer), Buyer’s price may increase accordingly. Santanna may terminate this Agreement with 14 days written notice for non-payment.

Renewal Term: After Buyer’s initial term, this Agreement will automatically renew on a month-to-month basis (“Renewal Term”) under Santanna’s Competitive Market Price Program, which will charge a variable rate based on then-current market conditions. Santanna will provide notice of this renewal at least 30 days prior to the end of the initial term.

Billing: Buyer will receive only one bill from ComEd, which will include Santanna’s charges. Santanna and ComEd charges will be billed to Buyer by ComEd, and Buyer shall pay all charges on the ComEd bill pursuant to ComEd’s billing and payment terms. For billing questions, call Santanna toll free at 800-764-4427 or ComEd at 800-334-7661.

Load Change Information: Buyer shall notify Santanna of any anticipated significant changes in usage. Buyer shall give Santanna at least 30-day notice of impending load change due to closing or removing a facility, changing hours of operation or any other expected reduction in usage.

Termination and Breach: Buyer may terminate this Agreement by calling Santanna at 800-764-4427 or ComEd at 800-334-7661 but buyer will be subject to liquidated or other damages if terminated prior to the end of the initial term. Buyer shall pay Santanna either (a) liquidated damages of the forecasted unserved volume of electricity for the remainder of the initial term multiplied by the liquidated damages rate specified in Exhibit A or (b) if Santanna waits until after the initial term, damages of the actual served volume of electricity for the remainder of the initial term multiplied by the liquidated damages rate specified in Exhibit A, at Santanna’s sole discretion. Damages charged by Santanna will be billed directly by Santanna to Buyer and paid by Buyer directly to Santanna. Buyer will be liable to Santanna for interest charges of 1% per month on all delinquent balances. Buyer will be liable to Santanna for any costs or legal fees incurred by Santanna related to the enforcement of this Agreement.

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Environmental Disclosure: Environmental disclosure information can be found on Santanna's website at the following address:
<http://www.santannaenergyservices.com/knowledge-center/environmental-disclosures/>

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Santanna (called Force Majeure events) may result in interruptions in service and affect the price of supplying, or ability to supply, electricity. Santanna will not be liable for the results of any such interruptions or price changes caused by Force Majeure events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Santanna's control. Santanna shall in no event be held liable for any special, punitive, direct, incidental or consequential damages as a result of non-performance under this Agreement. Santanna makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Questions, Complaints and Concerns: For any questions or concerns, contact Santanna Customer Service by phone at 800-764-4427 Monday through Friday from 7:00 a.m. - 6:00 p.m. CST, and Saturday from 9:00 a.m. - 3:00 p.m. CST; by fax at 877-887-5099; in writing at 425 Quadrangle Dr, STE 200, Bolingbrook, IL 60440, or online at www.SantannaEnergyServices.com. For billing disputes or issues regarding volume or meter reading, Buyer may also contact ComEd at 800-334-7661. If Buyer is not satisfied with the response, or to obtain educational materials, Buyer may contact the Illinois Commerce Commission (ICC) Consumer Services Division at 800-524-0795 or at <http://www.icc.illinois.gov/>. Buyer may also contact the Illinois Attorney General's Office at 800-386-5438 (Northern Illinois), 800-243-0618 (Central Illinois) or 800-243-0607 (Southern Illinois).

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

I have read and agree to the terms and conditions of this Electric Sales Agreement and acknowledge receipt of a copy of this Agreement. Buyer hereby authorizes Santanna to obtain information from ComEd that includes, but is not limited to: billing history, payment history, historical and estimated future electricity usage, meter readings, and characteristics of electricity service. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Santanna, in accordance with this Agreement. I acknowledge that this Agreement is with Santanna Energy Services, an Alternative Retail Electric Supplier, NOT ComEd.

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

Enrollment is subject to approval by Santanna Energy Services.

For more information Contact us: 800-764-4427
www.santannaenergyservices.com
425 Quadrangle Dr, STE 200, Bolingbrook, IL 60440

**Santanna Electric Sales Agreement –
Exhibit A**

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

Accounts

<u>Account Number</u>	<u>Price (\$/kWh)</u>	<u>Start Month</u>	<u>Initial Term</u>	<u>Service Location</u>

Letter of Agency: Buyer agrees to switch electric service providers from Buyer’s current provider to Santanna Energy Services. Buyer understands that any electric service provider selection may involve a charge to Buyer for changing electric service providers. Neither Santanna nor ComEd charges for such a change. Buyer hereby authorizes Santanna to obtain information from ComEd that includes, but is not limited to: billing history, payment history, credit history, historical and estimated future electricity usage, meter readings, and characteristics of electricity service.

Liquidated Damages Rate: \$0.01/kWh

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

For more information Contact us: 800-764-4427
www.santannaenergyservices.com
425 Quadrangle Dr, STE 200, Bolingbrook, IL 60440