

Pennsylvania Gas & Electric
Customer Enrollment Form
Fixed Electricity Program ~ Non Residential Agreement

AGREEMENT: This is to confirm that _____ (“Customer”) agrees to purchase its electricity from **Pennsylvania Gas & Electric**¹, at a fixed rate of \$_____ per kWh. Your fixed term will begin on your meter read date occurring _____ 20_____ and end on the sooner of your meter read occurring in _____ 20_____ or the last calendar day of that month (“Initial Term”).

You are enrolling with Pennsylvania Gas & Electric through your utility’s “Customer Choice” program. There is no sign-up fee or minimum charge. You will receive a fixed rate during the Initial Term. This Agreement shall automatically renew for successive monthly periods on a variable rate unless either party notifies the other party in writing of its desire not to renew at least thirty (30) days prior to the end of the intended month of termination. The early termination fee during the Initial Term will be equal to the greater of \$150, or liquidated damages. There are no fees if you wish to cancel this Agreement upon the expiration of the Initial Term.

You will receive a welcome letter in the mail confirming the terms of your agreement to enroll in our electricity program. Your utility will still continue to deliver your electricity, read your meter, provide you with emergency customer service, and bill you just as they do now.

While we are your electricity supplier, we may periodically request usage, payment, and other information from your utility regarding your account. This information will only be used to enable us to supply you electricity under this Agreement and will not be used or disclosed for any other purpose. You may rescind authorization for the release of this information at any time by calling (866) 706-7361. By signing this Agreement, you are authorizing the release of this information to Pennsylvania Gas & Electric while we are your electricity supplier. If you are executing this Agreement with an electronic signature or stamped signature, please be advised that your original, electronic or stamped signature constitutes a legal binding agreement by and between you and Pennsylvania Gas & Electric. We reserve the right to rescind this offer at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective as of the date first written above. By enrolling in this program, I agree to express written consent to initiate service and begin enrollment as of the next business day per the date of enrollment and to be bound by and acknowledge receipt of, Pennsylvania Gas & Electric’s Terms and Conditions of Service. I accept these terms and conditions.

Pennsylvania Gas & Electric	Customer: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Account number: _____

If applicable, please check this box if you have attached a list containing the detail of multiple account numbers.

Number of accounts attached: _____

Name on the account: _____

Utility: _____

Service address: _____

Billing address if different: _____

Contact name: _____

Primary Phone: (____) _____ **Secondary Phone:** (____) _____

Fax Phone: (____) _____ **Email Address:** _____

Associated Account: _____ **Alpha Code:** _____ **Re-Enrollment: Yes or No**

TSR/CSR: _____ **Date:** _____

¹Pennsylvania Gas & Electric is not a utility or affiliated with a utility. PAG&E currently offers service to most customers falling within residential and small business classes. PAG&E will not accept enrollments for net metered accounts.
PA Electric Non Residential PECO Fixed Customer Enrollment Form 2014071040710

Pennsylvania Non-Residential Customers
TERMS AND CONDITIONS – ELECTRICITY - PURCHASE AND SALE AGREEMENT

Electric Generation Supplier Information	Pennsylvania Gas & Electric ("PAG&E") (866) 706-7361 www.PAGandE.com PAG&E will supply your generation to you while you are enrolled with PAG&E.
Price Structure	Fixed
Generation/Supply Price	\$_____ per kWh
Statement Regarding Savings	The price you are paying each month does not guarantee savings.
Deposit Requirements	N/A
Incentives	None
Contract Start Date	PAG&E will begin supplying your energy at the point when your utility switches your account to PAG&E.
Contract Term/Length	_____ months from when you begin receiving service from PAG&E
Cancellation/Early Termination Fees	If Customer cancels this Agreement prior to the end of the Initial Term, Customer will pay an early cancellation fee equal to the greater of \$150, or liquidated damages. Liquidated damages shall be equal to the customer sales price minus the transaction price that PAG&E can receive for liquidating Customer's obligations under the Agreement multiplied by the estimated remaining volume during the Fixed Term.
Renewal Terms	You will receive two notification letters from PAG&E before the expiration of the Initial Term of this agreement. Your account with PAG&E shall automatically renew with PAG&E on a month-to-month variable rate program after the expiration of the Initial Term, unless you contact us prior to the expiration of the Initial Term. There are no cancellation/early termination fees during the renewal period.
Electric Distribution Company Information	EDC name: PECO Energy Company Provider of last resort: PECO Energy Company Address: 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101 Phone number: (800) 494-4000 Universal Service Program Information: (800) 494-4000

Pennsylvania Non-Residential Customers
TERMS AND CONDITIONS – ELECTRICITY - PURCHASE AND SALE AGREEMENT

1. This agreement ("Agreement") to sell and purchase energy is by and between Pennsylvania Gas & Electric ("PAG&E")¹, and Customer (as defined in the Customer Enrollment Form, website enrollment, and/or transcript or recording of the enrollment telephone call between PAG&E and Customer – collectively referred to as the "Enrollment Confirmation") agree that PAG&E will supply Customer electricity (as stated in the Customer Confirmation) in amounts necessary to meet 100% of Customer's requirements during the Term (defined below) of this Agreement subject to the eligibility requirements of the electric distribution company ("EDC"), and acceptance of this agreement by PAG&E. The Pennsylvania Public Utility Commission ("PUC") has authorized PAG&E to act as an Electric Generation Supplier, and the Customer understands that PAG&E is not its EDC, sometimes called the electric utility.
2. The PUC does not regulate the price of energy or other charges found in this Agreement. PAG&E sets the generation rates and charges that you pay. The PUC regulates distribution rates and services. The Federal Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDC for both its charges and PAG&E's charges. The Customer understands that it will take several weeks for PAG&E to cancel the account. Within three (3) business days of receipt of the welcome package, Customer may rescind this Agreement without fees or penalty by contacting PAG&E in writing, at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or by telephone at (866) 706-7361.
3. Term. The term of this Agreement ("Term") shall be as of the later of (1) your next billing cycle, (2) the date of the Enrollment Confirmation, (3) the date of your eligibility in the Choice Program, (4) the effective date of the Initial Term stated in the Enrollment Confirmation, or (5) the date of the change of provider to PAG&E is deemed effective by the EDC and shall continue as indicated in the Enrollment Confirmation ("Initial Term"). The EDC will send a confirmation notice of the transfer of service to PAG&E. This Agreement shall automatically renew for successive monthly periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew at least thirty (30) days prior to the end of the intended month of cancellation. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If you choose we can provide notice by email or by U.S. mail. If the EDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.
4. Definitions.
Monthly Service Fee. PAG&E shall have the right to charge Customer's an amount not to exceed \$10.00 per month as a monthly service fee if the EDC removed Customer's account from consolidated billing.
Generation Charges. Charge for production of electricity, otherwise referred to as Commodity Charges in this Agreement.
Transmission Charges. Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
5. Price.
 - a. Fixed Rate: Your Commodity Charge rate will be a fixed rate of \$_____ per kWh. The fixed rate assigned to each individual account is guaranteed not to change during the Initial Term of this Agreement. This price includes estimated total state taxes, including the gross receipts tax, but excludes applicable state and local sales tax. The price does not include utility distribution service and other utility-related charges, which are separate amounts that Customer must pay to the EDC.
 - b. Variable Rate Plan: The price for all energy sold under this Agreement during the Renewal Term shall be a variable rate that changes daily and includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes applicable state and local sales tax. Each month your Commodity Charge rate will be calculated to reflect the cost of electricity used by the Customer, including energy, renewable energy charges, other wholesale market services, the associated transmission charges and other market-related factors for your utility's transmission zone within the PJM ISO; plus all applicable taxes, fees, charges, costs, expenses and margins. The price assigned to you may not be the same price assigned to another variable rate account. Each month your bill for energy will be calculated by multiplying the Commodity Charges by the amount of energy used in the billing cycle plus applicable taxes.
6. Information. For inquiries and information regarding electricity suppliers and the competitive retail energy market, you may contact the PUC at (800) 692-7380.
7. Emergency Service. In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour electric emergency hotline (Duquesne Light – (888) 393-7000, PECO Energy Company – (800) 841-4141, Pike County Light & Power Company – (877) 434-4100, PPL Electric Utilities – (800) 342-5775, West Penn Power – (800) 255-3443, Met-Ed, Penn Power, Penelec (888) 544-4877) and local emergency personnel.
8. Dispute Resolution. In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute without the assistance of third parties. In such case, Customer should contact PAG&E in writing at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or by telephone at (866) 706-7361. If the complaint is not resolved after contacting PAG&E, or for general utility information, residential and business customers may call the PUC toll free at (800) 782-1110, or write the PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265. The Bureau of Consumer Services represents residential and commercial utility customers in matters before the PUC. Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the decision of the mediator or court.
9. Cancellation Procedures. Customer may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to PAG&E, at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or to the other party at least thirty (30) days prior to the end of the intended month of cancellation. If Customer fails to notify PAG&E as set forth above, Customer shall remain liable to pay PAG&E for any energy acquisitions made by PAG&E to serve Customer under this Agreement at the price set forth above. **During the Fixed Term,**

if Customer cancels this Agreement prior to the end of the Initial Term, Customer will pay an early cancellation fee equal to the greater of \$150, or liquidated damages. Liquidated damages shall be equal to the customer sales price minus the transaction price that PAG&E can receive for liquidating Customer's obligations under the Agreement multiplied by the estimated remaining volume during the Fixed Term. It may take up to sixty (60) days after cancellation for Customer to receive supply from the EDC or other energy supplier, depending upon the EDC or other supplier procedures, and Customer is responsible for all PAG&E supply charges until Customer receives supply from the EDC or other supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. Customer may cancel this Agreement without penalty in the event Customer relocates outside the service territory of the EDC. If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated. You will owe PAG&E for amounts unpaid for our charges for electric generation service up to the date of termination.

10. Energy Supply Quantity. All energy quantities supplied under this Agreement, including storage energy, shall be determined solely by the EDC and all such amounts shall be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale hereunder.
11. Agency & Power of Attorney. Customer appoints PAG&E as its agent and grants PAG&E a power of attorney to act on Customer's behalf in acquiring the supplies necessary to meet Customer's energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any EDC services necessary to deliver energy to the Customer's premises. These services are provided by PAG&E at no additional charge to Customer, as they are already included in the price noted above.
12. Invoicing and Payment. Unless otherwise agreed to in writing, the EDC will invoice Customer monthly for energy supplied under this Agreement.
13. Title. All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by PAG&E, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from PAG&E to Customer.
14. Liability. In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.
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 be exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.
16. Assignment. Customer may not assign its interest in and obligations under this Agreement without the express advance written consent of PAG&E. PAG&E may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.
17. Severance. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
18. No Warranties. Unless otherwise expressly set forth in this Agreement, PAG&E provides and Customer receives no warranties, express or implied, statutory, or otherwise and PAG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.
19. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of PAG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.
20. Force Majeure and Other Circumstances. The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby PAG&E is prevented, prohibited or frustrated from carrying out its intent under, or the terms of, the transactions contemplated by this Agreement, then, at the sole discretion of PAG&E, this Agreement may be cancelled by PAG&E.
21. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by Customer except for federal, state or local taxes imposed on the net taxable income of PAG&E. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.
22. Entire Agreement. This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.
23. Acceptance and Amendments. This Agreement shall not become effective until accepted by PAG&E. PAG&E reserves the right to reject Customer, or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by PAG&E in PAG&E's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by PAG&E in PAG&E's sole discretion. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If Customer does not agree to such amendment, Customer may cancel this Agreement by providing written notice to PAG&E within thirty (30) days of the date of PAG&E's notice of amendment.

Supplier name: Pennsylvania Gas & Electric Phone number: 1-866-706-7361 Business hours: 8:00 a.m. to 5:30 p.m. URL: www.PAGandE.com	EDC name: Duquesne Light Provider of last resort: Duquesne Light Address: 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 Phone number: (888) 393-7000 Universal Service Program Information: (888) 393-7000
PUC Electric Competition Hotline number: 1-800-692-7380	EDC name: PECO Energy Company Provider of last resort: PECO Energy Company Address: 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101 Phone number: (800) 494-4000 Universal Service Program Information: (800) 494-4000
Public Utility Commission (PUC): P. O. Box 3265 Harrisburg, PA 17105-3265	EDC name: Pike County Light and Power Company Provider of last resort: Pike County Light and Power Company Address: 390 W. Route 59 Spring Valley, NY 10977 Phone number: (877) 434-4100 Universal Service Program Information: (877) 434-4100
EDC name: Met-Ed Provider of last resort: Met-Ed Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	EDC name: PPL Electric Utilities Provider of last resort: PPL Electric Utilities Address: 827 Hausman Road Allentown, PA 18104 Phone number: (800) 342-5775 Universal Service Program Information: (800) 342-5775
EDC name: Penelec Provider of last resort: Penelec Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	EDC name: West Penn Power Provider of last resort: West Penn Power Address: 800 Cabin Hill Drive Greensburg, PA 15601 Phone number: (800) 255-3443 Universal Service Program Information: (800) 255-3443
EDC name: Penn Power Provider of last resort: Penn Power Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	