

## TERMS & CONDITIONS

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Renaissance Power & Gas, Inc. ("Renaissance Power & Gas, Inc."), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Renaissance Power & Gas, Inc. (the "Agreement"). Subject to the terms and conditions of this Agreement, Renaissance Power & Gas, Inc. agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Renaissance Power & Gas, Inc. necessary to meet Customer's requirements based upon consumption data obtained by Renaissance Power & Gas, Inc. or the delivery schedule of the Local Distribution Utility (the "LDC"). Renaissance Power & Gas, Inc. is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Renaissance Power & Gas, Inc. or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Renaissance Power & Gas, Inc.

**2. Term.** For Fixed Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Renaissance Power & Gas, Inc. is deemed effective by the LDC, and shall continue for **7 Months** thereafter (the "Initial Term"). Unless otherwise agreed to upon completion of the Initial Term, a fixed-rate 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 **7 Months** basis, either party may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party. 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"). At least 30 days and no more than 60 days prior to the renewal date, Renaissance Power & Gas, Inc. will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Renaissance Power & Gas, Inc. may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be; a variable price which shall each month 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 Renaissance Power & Gas, Inc.'s costs, expenses and margins; or a fixed price of **15.7 cents** per kWh, plus in each case, all applicable taxes. If there is a material adverse change in the business or financial condition of customer (as determined by Renaissance Power & Gas, Inc. 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, Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. terminates this Agreement due to customer's breach, the customer shall pay Renaissance Power & Gas, Inc. \$0 if the remaining term is less than 1 month and \$0 if the remaining term is 1 month or more.

The LDC will invoice Customer monthly for 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 Renaissance Power & Gas, Inc. or the LDC, or each of the LDC and Renaissance Power & Gas, Inc. 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"). Renaissance Power & Gas, Inc. may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Renaissance Power & Gas, Inc. may terminate commodity service and seek suspension of distribution service in conformance with the HomeEnergy Fair Practices Act ("HEFPA"). A \$45.00 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 Renaissance Power & Gas, Inc. Renaissance Power & Gas, Inc. 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 with 30 days written notice to Customer.

**5. Information Release Authorization.** Customer authorizes Renaissance Power & Gas, Inc. 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; participation in utility low income discount programs; 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 Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. 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 address below or by calling Renaissance Power & Gas, Inc. at 1-888-811-0877. Renaissance Power & Gas, Inc. reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**6. Consumer Protections.** The services provided by

Renaissance to Customer are governed by the terms and conditions of this Agreement and New York Law. For a variable-rate contract, customer is guaranteed savings based on a price match of the utility average price the prior year. Customer also 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 Renaissance at 1-888-811-0877 or the DPS at 1-800-342-3377 (General Helpline), 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.ny.gov>.

**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 Renaissance Power & Gas, Inc. at 1-888-811-0877, or in writing. Customer is liable for all Renaissance Power & Gas, Inc. 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 trueed up subsequent to the final meter reading.

**8. Agency-Electric.** Customer hereby designates Renaissance Power & Gas, Inc. as agent to; (a) arrange and administer contracts and service agreements between Customer and Renaissance Power & Gas, Inc. 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. Renaissance Power & Gas, Inc. as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by Renaissance Power & Gas, Inc. as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. 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. **Agency-Gas.** Customer hereby designates Renaissance Power & Gas, Inc. as agent to; (a) arrange and administer contracts and service agreements between Customer and Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Renaissance Power & Gas, Inc. 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 Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Renaissance Power & Gas, Inc. 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.

**9. Title-Electric:** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO Renaissance Power & Gas, Inc. load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Renaissance Power & Gas, Inc. will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder. **Title-GAS:** All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for gas shall be the utility city gate and shall constitute the point at which the sale occurs and title passes from Renaissance Power & Gas, Inc. to the Customer. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Renaissance Power & Gas, Inc.

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

**11. Force Majeure.** Renaissance Power & Gas, Inc. will make commercially reasonable efforts to provide electricity hereunder but Renaissance Power & Gas, Inc. does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Renaissance Power & Gas, Inc. ("Force Majeure Events") may result in interruptions in service. In the event that Renaissance Power & Gas, Inc. is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, Renaissance Power & Gas, Inc. will not be liable for any interruptions caused by a Force Majeure Event, and Renaissance Power & Gas, Inc. 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, curtailment by Customer's LDC or Renaissance Power & Gas, Inc. transportation capacity, Customer's LDC appropriation of natural gas, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Renaissance Power & Gas, Inc.'s control.

**12. Liability.** The remedy in any claim or suit by Customer

against Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. 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. Renaissance Power & Gas, Inc. Contact Information.**

Customer may contact Renaissance Power & Gas, Inc.'s Customer Service Center at 1-888-811-0877, Monday through Friday 11:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Renaissance Power & Gas, Inc. at 244 5th Avenue, Ste. 200, New York, NY 10001 or by email to [cs@renpowandgas.com](mailto:cs@renpowandgas.com)

**14. Dispute Resolution.** The services provided by Renaissance Power & Gas, Inc. to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Renaissance Power & Gas, Inc.'s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Renaissance Power & Gas, Inc. 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.

**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 Renaissance Power & Gas, Inc.'s net income, shall be paid by Customer, and Customer agrees to indemnify Renaissance Power & Gas, Inc. and hold Renaissance Power & Gas, Inc. harmless from and against any and all such taxes.

**17. 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 1-800-572-1131; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call Renaissance Power & Gas, Inc. at: 1-888-811-0877.

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

**19. Green Electric Products** – Your Customer Disclosure Statement outlines any Green Electric Products you have selected. As approved by the PSC, each Green Electric Product is at least 100% renewable.

**New York State Public Service Commission  
Consumer Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including: price and all variable charges or fees; length of the agreement; terms for renewal of the agreement; cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer. A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at [www.dps.ny.gov](http://www.dps.ny.gov). You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com)

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