

www.renaissancepowerandgas.com



400 North Street, Harrisburg, P.A 17120

## Residential Service Standard Electricity Sales Terms and Conditions

## **CUSTOMER DISCLOSURE STATEMENT**

This is an agreement for Electric Service between Renaissance Power & Gas and \_\_\_\_\_\_.

## **Background**

We at Renaissance Power & Gas are licensed by the PA Public Utility Commission to offer electric supply services in PA. Our PA PUC license number is **A-2023-3043466**.

We set the electricity supply prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a Single Bill from Duquesne that will contain Electric Distribution charges and Renaissance Power & Gas charges.

Price	Fixed Rate of <b>\$0.1367</b> per kWh for <b>10 months</b> .  Please note if you are not the RS rate class, you will be cancelled or returned to the utility.
Length of Agreement	The initial term of this agreement shall be <b>10 months</b> .
Early Termination Fees	No early termination fees. The early termination fee shall be \$0.00.
Guaranteed Savings	This agreement does not offer guaranteed savings.
Deposit Requirements	Renaissance Power & Gas does not require any deposit.
Incentives	Renaissance Power & Gas does not offer bonuses, discounts, cashback, etc.
Right of Rescission	Residential customer may rescind by calling the toll-free number above within 3 business days of receipt of sales agreement.
End of Contract	10 months from the start of contract. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis. For more details, see Sect. 1 below.
Contract Start Date	This agreement shall commence as of the date customer's notice regarding the change of Customer's provider to Renaissance Power & Gas is deemed effective by Duquesne.
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## TERMS OF SERVICE

Basic Service Prices - You will pay a fixed price of \$0.1367 per kWh for electric service. 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"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party. 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 Duquesne, and shall continue for 10 months thereafter (the "Initial Term"). 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 the 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. For More information about this Fixed Price product, including what this price has been for the past 24 months, can be found at <a href="https://www.renaissancepowerandgas.com">www.renaissancepowerandgas.com</a> or you can call (888) 811-0877.

- 2. **Duration of Agreement.** For Fixed Rate service you will buy your electricity service from Renaissance Power & Gas beginning on the date set by Duquesne. 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 Duquesne, and shall continue for **10 months** thereafter (the "Initial Term").
- 3. **Special Terms and Conditions.** Renaissance Power & Gas does not offer any incentives, sign up bonus, limited time offers and other sales promotional.
- 4. Special Services Renaissance Power & Gas does not offer Special Services.
- 5. **Penalties, Fees and Exceptions**. Renaissance Power & Gas, Inc. will invoice Customer monthly for electricity supplied under this Agreement, as measured by Duquesne, 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 Duquesne, or each of Duquesne 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 PA Public Utility Commission. Renaissance Power & Gas, Inc. may assign and sell Customer accounts receivable. 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 PAPUC. The termination of service would conform to all requirements per HEFPA (Home Energy Fair Practices Act).
- 6. **Renewal Provision/Agreement Expiration/Change in Terms.** If you have a fixed duration contract that will be ending, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
- 7. Cancellation Provisions. 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 Customer may write at 400 North Street, Harrisburg, P.A 17120 or by email to <a href="mailto:cs@renpowandgas.com">cs@renpowandgas.com</a>. Customer is liable for all Renaissance Power & Gas, Inc. charges until Customer returns to Duquesne 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 trued up subsequent to the final meter reading.
- 8. **Contract 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 PA PUC with 30 days written notice to Customer. All contract terms would remain the same until expiration of the contract.
- 9. Consent to Obtain Customer Information. 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 Duquesne: 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.
- 10. **Dispute Resolution.** The services provided by Renaissance Power & Gas, Inc. to Customer is governed by the terms of service of this Agreement and PAPUC for Residential Customers and Small Commercial 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.'s Customer Service Center at 1-888-811-0877. After contacting us, the customer can call Duquesne at 412-393-7100. If still no resolution, the dispute or complaint relating to a residential customer and small commercial customer may be submitted by either party at any time to the PAPUC pursuant to its Complaint Handling Procedures ("Procedures") or by calling PAPUC at 800-692-7380, or write to the Bureau of Consumer Services, 400 North Street, Harrisburg, PA 17120, or online at <a href="https://www.puc.pa.gov">www.puc.pa.gov</a>. Information about shopping for an electric supplier is available at <a href="https://www.papowerswitch.com">www.papowerswitch.com</a> or by calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at <a href="https://www.puc.pa.gov">www.puc.pa.gov</a>. 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 PA PUC.
- 11. Renaissance Power & Gas, Inc. Contact Information. 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 8:00 a.m. 5:00 p.m. EST (contact center hours subject to change). Customer may write to Renaissance Power & Gas, Inc. 5795 S Sandhill Rd Ste. E, Las Vegas, NV 89120, or by email to <a href="mailto:cs@renpowandgas.com">cs@renpowandgas.com</a>. In the event of a power outage or electrical emergency, contact the Utility Duquesne at 412-393-7100 or go to <a href="https://duquesnelight.com">https://duquesnelight.com</a>.

- 12. **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 PJM Interconnection LLC ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Duquesne 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 Duquesne and in response to information provided by Duquesne. The Sales Points for the electricity will be a point at the PJM Renaissance Power & Gas, Inc. load bus (located outside of the municipality where the Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.
- 13. **Title-Electric**: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the PJM 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.
- 14. **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.
- 15. **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 Duquesne or Renaissance Power & Gas Inc. transportation capacity, non-performance by Duquesne (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond Renaissance Power & Gas, Inc.'s control.
- 16. **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.
- 17. **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 PA. This Agreement shall be construed under and shall be governed by the laws of the State of PA without regard to the application of its conflicts of law principles.
- 18. **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.
- 19. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.
- 20. Rate Class. If the customer does not belong to a GS (General Service), RS (Residential Service) or RH (Residential Heating) rate class, enrollment will be canceled.