



Customer Service: (888) 811-0877  
www.renaissancepowerandgas.com

## ENERGY SALES AGREEMENT

Business Service – Washington, D.C.

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
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| <b>Contract Type:</b>         | <b>FIXED/VARIABLE:</b> Price Based on Current NYMEX Forward Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>Price</b>                  | <b>FIXED Rate of \$ _____.167 _____ per kWh for Standard Product</b><br>Variable Price each month will reflect the cost of electricity, including energy, capacity, settlement, ancillaries and other market related factors; All applicable taxes, utility fees and delivery charges are not included.                                                                                                                                                                                                                                     |  |
| <b>Length of Agreement</b>    | <b>Fixed</b><br><b>32 Months</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <b>Early Termination Fee</b>  | Renaissance Power & Gas does not charge an early termination fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>Contract Renewal</b>       | <b>FIXED:</b> Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless Renaissance Power & Gas obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 45 days prior to the renewal date (the Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement. |  |
| <b>Rescission Policy</b>      | Customer may cancel contract within three business days of signing of contract by notifying Renaissance Power & Gas, Inc at 888-811-0877 or by writing to 1100 H Street, Suite 840, Washington, DC 20005                                                                                                                                                                                                                                                                                                                                    |  |
| <b>Late payment fee</b>       | No late payment fee unless assessed by the utility. Utility invoices and collects on behalf of Renaissance Power & Gas, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Utility Price Matching</b> | Renaissance Power & Gas does not offer Utility Price Matching or guaranteed savings.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

**Buyer's Right To Cancel:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the 3rd business day after you signed this agreement. This notice must be mailed to: Renaissance Power & Gas, Inc., 1100 H Street, NW, Suite 840, Washington, DC 20005

## TERMS & CONDITIONS

**AGREEMENT TO SELL AND PURCHASE ENERGY** - This is an Agreement between Renaissance Power & Gas, Inc. ("Renaissance Power & Gas" or Seller) and the undersigned customer ("Customer") under which Customer shall initiate electric and/or natural gas ("energy") service and begin enrollment with Renaissance Power & Gas (the "Agreement"). Subject to the terms and conditions of this Agreement, Renaissance Power & Gas agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of energy, as estimated by Renaissance Power & Gas, necessary to meet Customer's requirements based upon consumption data obtained by Renaissance Power & Gas or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of energy delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Renaissance Power & Gas or by the LDC's delivery schedule. The LDC will continue to deliver the gas supplied by Renaissance Power & Gas.

**TERM** - 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 the LDC, and shall continue on a **32 Months** term and automatically renew on a month to month basis as specified on pg 1. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call Renaissance Power & Gas at 1-888-811-0877 or call their delivery company to terminate the agreement. Renaissance Power & Gas may terminate this Agreement by providing 30 days' written notice to the Customer.

**PRICE** – The price for all energy sold under this Agreement does not include but shall be subject to all applicable taxes. **The customer will be charged a fixed price of 16.7 cents per kWh.** Utility will invoice Customer monthly for energy delivered 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 per the Utility Policy.. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, Renaissance Power & Gas may terminate this Agreement upon 15 days written notice to Customer. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer, at Renaissance Power & Gas' option, may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs if on a monthly Variable Term.

**BILLING** - Customer may receive a single bill for both commodity and delivery costs from either Renaissance Power & Gas or the LDC, or each of the LDC and Renaissance Power & Gas may invoice Customer separately. Failure to make full payment of Renaissance Power & Gas charges due on any consolidated bill prepared by the LDC for Renaissance Power & Gas will be grounds for disconnection of utility services and commodity service in accordance with DCPCS rules and regulations on the termination of service. Customer payments remitted in response to a consolidated bill shall be prorated (when so required) in accordance with procedures adopted by the DC Public Service Commission. A fee may be charged by the LDC for all returned payments.

1100 H Street, N.W., Suite 840, Washington, DC 20005.

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**SERVICE** – Renaissance Power & Gas will establish an energy transportation program for Customer with its LDC in accordance with the LDC's procedures. This may require Customer to enter into a transportation agreement under LDC's transportation service agreement. If requested, Renaissance Power & Gas will arrange for transportation of energy on Customer's behalf from the transfer point(s) to the respective LDC's City Gate. Customer authorizes Renaissance Power & Gas to act as Customer's designated agent for the arrangement for delivery and transportation of energy from transfer point(s) to the respective LDC's City Gate. Renaissance Power & Gas will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Renaissance Power & Gas will supply Customer's full requirements for energy at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its energy requirements from Renaissance Power & Gas on a firm basis.

**DELIVERY POINT, TITLE AND TAXES** For Gas Customers, Renaissance Power & Gas will deliver Customer's energy supply to the transfer point where gas first enters the interstate pipeline. Title to, and risk of loss of the energy will pass from Renaissance Power & Gas to Customer at the transfer point(s). Renaissance Power & Gas warrants good title to the energy sold and delivered to Customer. If Customer requests, Renaissance Power & Gas will act as Customer's agent and arrange transportation of energy from transfer point(s) to the respective LDC's City Gate. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of energy. 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.

**CONSUMER PROTECTION** - The services provided by Renaissance Power & Gas to Customer are governed by the terms and conditions of this Agreement and HEPPA. Renaissance Power & Gas will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Renaissance Power & Gas at 1-888-811-0877 or the PSC at 1-202-626-5100 or by writing to the PSC DC at: 1333 H Street, NW, Washington, DC 20005, or through its website at [www.dcpssc.org](http://www.dcpssc.org).

**CANCELLATION** - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Renaissance Power & Gas charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided.

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

**FORCE MAJEURE** – In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or Renaissance Power & Gas' transportation capacity, or Customer's LDC appropriation of energy, etc, the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of energy under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**LIABILITY** - The remedy in any claim or suit by Customer against Renaissance Power & Gas 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 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.

**MEASUREMENT** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

**DISPUTE RESOLUTION** - In the event of a billing dispute or a disagreement involving Renaissance Power & Gas' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Renaissance Power & Gas 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 Public Service Commission of the District of Columbia, Office of Consumer Affairs, 1333 H Street, NW, Suite 200, Washington DC, 20005 or through its website at [www.dcpssc.org](http://www.dcpssc.org) or the Office of the People's Counsel at 1133 15th St, NW, Ste 500, Washington, DC 20005 or calling 202-727-3071 or through its website at [www.opc-dc.gov](http://www.opc-dc.gov). The PSC HEPPA hotline is 202-626-5120. The customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**ASSIGNMENT**- Customer may not assign its interests in and obligations under this Agreement without the express written consent of Renaissance Power & Gas, Inc. . Renaissance Power & Gas 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 as authorized by the PSC.

**REGULATORY CHANGES** - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Renaissance Power & Gas is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Renaissance Power & Gas shall have the right to cancel this Agreement on 15 days notice to Customer.

**INFORMATION RELEASE AUTHORIZATION** - Customer authorizes Renaissance Power & Gas to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods); and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Renaissance Power & Gas 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. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Renaissance Power & Gas or calling Renaissance Power & Gas at 1-888-811-0877. Renaissance Power & Gas reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**RENAISSANCE POWER & GAS CONTACT INFORMATION** - Customer may contact Renaissance Power & Gas' Service Contact Center at 1-888-811-0877, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Renaissance Power & Gas, Inc., 1100 H Street, NW, Suite 840, Washington, DC 20005. You may also contact the DC PSC for inquiries regarding the competitive retail energy market at 1-202-626-5100.

**Emergency Service. Emergency Service Contacts.** In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility: PEPCO - 877--737-2662.

**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 District of Columbia. . This Agreement shall be construed under and shall be governed by the laws of the District of Columbia without regard to the application of its conflicts of law principles.

**PARTIES BOUND** - This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**CONFIDENTIALITY**- Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Renaissance Power & Gas.