



SUMMER ENERGY NORTHEAST, LLC– NEW HAMPSHIRE OPERATIONS
BUSINESS ELECTRICITY AUTHORIZATION
FIXED RATE PLAN
FAX TO 713-481-8742

CUSTOMER INFORMATION:

Business Name:
Billing Address: Suite / Unit #:
City/State: Zip Code:

CONTACT INFORMATION:

Name: Tax ID #:
Primary Phone: Fax: Email:

SERVICE ADDRESS [] Check if addendum is provided with additional service addresses

Service Address: Suite / Unit #:
City/State: Utility Account #:
Zip Code: Utility:

This offer is subject to credit approval and confirmation by Summer Energy. The rate cannot be locked in until receipt of the signed Agreement. Please confirm all offers with Summer Energy Northeast, LLC prior to sending in a signed Authorization Form.

Summer Energy Northeast, LLC has my permission to use the information I am providing in this form to enroll me for electric service in New Hampshire. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown above.

Pricing: The price for energy is _____ ¢ KWH. This is a fixed price for the term beginning _____ which includes cost, and charges for electric energy supply, electric energy losses, capacity, congestion charges, scheduling services, imposed administrative fees, any imbalanced charges, renewable energy credits, and ancillary services. Price does not include any of your Transmission and Distribution Utility's charges and fees, winter reliability charges, taxes or applicable fees and / or penalties.

Term: The term of this contract begins on the date set forth below and will continue for an initial term that ends _____ (____) calendar months from the date of this contract, regardless of the number of meter reads you receive.

Executed contracts must be received no later than 14 days prior to the start date in order to ensure timely enrollment. Executed contracts received less than 14 days will be submitted for the following meter read date. By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and the Electricity Service Agreement Terms and Conditions, which are attached here to and made part of this Agreement by reference.

See Electric Service Agreement for Additional Terms

Authorized Signature: _____ Summer Energy Signature: _____

Print Name & Title: _____ Title: _____

Date: _____ Date: _____



**SUMMER ENERGY NORTHEAST, LLC
COMMERCIAL FIXED RATE PRODUCT
New Hampshire- Terms of Service**

These Terms of Service ("TOS"), along with Business Authorization, and any documentation of your enrollment authorization collectively constitute the Agreement ("Agreement") set forth the terms and conditions under which a commercial customer ("Customer," "you" or "your") will receive electric service, from Summer Energy Northeast, LLC or ("we", "our" and "us") a certified Competitive Electricity Power Supplier ("CEPS"). By entering into this Agreement, Customer hereby: 1) appoints us to arrange for purchase and delivery of electricity (including volume balancing and billing) from any source on Customer's behalf for the period of time defined in this Agreement; and 2) Customer hereby requests that all electric service associated with Customer's name and/or address or electric service identifiers ("ESIDs") be transferred to us under the terms and conditions of this Agreement. Summer Energy Northeast, LLC and Customer may be referred to herein individually as a "Party" or together as "Parties." Please retain the Contract Documents for your records. A copy of the Contract Documents is available to Customer upon written request.

Customer Information: By entering into this Agreement, Customer authorizes its utility/local distribution company ("LDC") to release to us any information that is necessary or required to become the CEPS for Customer, including, but not limited to: Customer's address, account numbers, and historical usage information.

- 1. Term & Renewal:** This Agreement shall commence on the date of the initial meter reading by the applicable Utility and continue for the period indicated in your Authorization ("Initial Term"). Customer may terminate this Agreement at any time after the Initial Term by providing thirty (30) day notice to Summer Energy Northeast, LLC. If you fail to terminate your Agreement, your service will automatically continue on a month-to-month basis after the expiration of your Initial Term on a default renewal product, which is a variable price product whose price will be determined by current market conditions at the sole discretion of Summer Energy Northeast, LLC until cancelled by either you or Summer Energy Northeast, LLC. Customer acknowledges that we cannot guarantee a switch of Customer's account to us by a specific date and hereby holds harmless Summer Energy Northeast, LLC from any liability for, or arising out of, delays in this process not due to Summer Energy Northeast, LLC.
- 2. Product Types: Fixed Rate Plan:** Fixed Rate Plans have a term of at least (six) 6 months. The price of a fixed rate plan may only change during your Initial Term to reflect actual changes in state or independent service organization (ISO's) administrative fees charged to loads, changes to market structure including capacity charges, or changes resulting from federal, state or local laws, or ISO rates that impose new or modified fees or costs on us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advanced notice.
- 3. Material Changes:** We will provide Customer with at least thirty-five (35) calendar days' advance written notice of any Material Change in this Agreement, either in Customer's bill or in a separate mailing. The changes will become effective on the date stated in the written notice. Customer may cancel this Agreement before the effective date of the Material Change, as identified in the advance written notice provided to Customer, without any Early Termination Fee. A Material change is not a change in price due to end of term of initial contract.
- 4. Early Terminations:** In the event that we, or our activities hereunder, becomes subject to regulations of any kind whatsoever under any law, government body action or ISO action that has the effect of materially changing the circumstances from those that exist on the effective date of this Agreement then we may pass through the economic effects to Customer of such change or we may unilaterally terminate this Agreement without Customer's consent upon at least thirty (30) calendar days written notice to Customer without any obligation, payment or otherwise, to Customer or an Early Termination Fee.
- 5. Early Termination Fee:** Subject to any applicable early termination fee, you may terminate this Agreement at any time with no advance notice. Customer may terminate this Agreement by notifying Summer Energy, contracting with another



Supplier, contracting with an aggregator granted agency authority, or contacting the Local Utility to select utility default service. If Customer terminates this Agreement or defaults as described in Section 12 and/or 13 of this Agreement, then, unless otherwise provided herein, an Early Termination Fee shall be immediately due and paid by Customer to us. If you cancel this Agreement for any other reason before the end of the initial term you will be assessed an Early Termination Fee ("ETF") that is equal to three (3) highest months billing in a 12-month period. If the 12-month usage is not available, then the usage will be based on the three (3) highest months in the historical period available. The ETF is equal to 3 times the sum of the Energy Charge, Demand Charge if applicable, Base Charge if applicable, and TDSP Pass-Through charges on the invoice prior to the final invoice.

- 6. Right of Rescission:** For switch requests, Customer has the right to rescind Customer's request for Summer Energy Northeast, LLC to become its REP without any Early Termination Fee in accordance with each of the options outlined below:
- i. within 5 business days from the date of electronic delivery of this Agreement and Welcome Letter,
 - ii. within 6 business days from the postmarked date when this Agreement and Welcome Letter is delivered via the U.S mail
 - iii. within 10 business days from the date of electronic delivery if the customer was enrolled through an in-person solicitation at Customer's residence; or
 - iv. within 11 business days from the postmarked date when this Agreement is delivered via the US Mail if the customer was enrolled through an in-person solicitation at Customer's residence.

To rescind this Agreement, Customer shall give notice to us in writing via regular mail at 5847 San Felipe St Suite 3700 Houston, Texas 77057 or by email at sales@summerenergy.com or by facsimile at 1 (888) 594-9350 or by calling 1 (888) 594-9299. Regardless of the method or reason for termination or cancellation of this Agreement, Customer is responsible for the payment of any and all services provided to Customer before or after the termination or cancellation of this Agreement. If Customer requests that the LDC read its meter before the normal meter read date Customer may be charged a fee as set by the respective LDC.

- 7. Invoicing, Payment, Interest, and Credit Requirements:** You will receive a single bill from your local utility for its charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes, as well as Summer Energy Northeast, LLC's charges. Your local utility will set your payment due date and inform you of the payment billing address. Your bill is subject to adjustment for any computation errors, meter misreads or other errors. Summer Energy Northeast, LLC reserves the right to assume the billing function for our services. Our charges are as specified in your Business Authorization. Bills not paid in full by the due date will incur a late-payment fee at an interest rate of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures.
- 8. Load Change:** If Customer has a change in usage of 25% greater/lesser (+/-) during any month compared to its usage during the same period in the prior year, Summer Energy Northeast, LLC may pass through the resulting cost increases, if any, incurred by Summer Energy Northeast, LLC to serve this changed load to the Customer. Summer Energy Northeast, LLC will calculate additional costs in a commercially reasonable manner and invoice Customer accordingly. Invoice will be due and payable according to the payment terms of this Agreement.
- 9. Customer Acknowledgements:** Customer acknowledges that the LDC is solely responsible for reading Customer's meter or recorded data, as applicable, and that we cannot and do not read a Customer's meter or recorded data, but are bound by the readings and data provided by the LDC.
- 10. Credit Requirements & Deposit:** We may investigate the Customer's prior to providing service and may refuse to accept a Customer if the Customer does not meet our credit standards or if Customer cannot pay the requisite initial deposit or demonstrate satisfactory credit.

- 11. Default:** "Default" means (i) failure of either Party to make payment by the applicable due date and the payment is not made within five (5) Business Days of a written demand; (ii) either Party, its parent or guarantor, becomes Bankrupt, or (iii) failure

of a Party to perform any material obligation contained in this Agreement or Transaction Confirmation except for Seller's delivery failure which the sole remedy will be Buyer's cost of cover regarding purchases of gas in a commercially reasonable manner; or (iv) failure of either Party to satisfy any representations and warranties contained in Section 13 and the failure is not cured within fifteen (15) Business Days of a written demand. The word "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger). A delay of the obligations provided (i), (iii), or (iv) above caused by a Force Majeure shall not constitute a Default under this Section.

- 12.** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance (ii) upon prior written notice, provided that no notice is required with respect to Section 11(ii), accelerate any or all amounts owing between the Parties and terminate and liquidate any or all Transactions; (iii) calculate a settlement amount by calculating the Liquidation Value for each Transaction being terminated; and (iv) aggregate all settlement amounts and all other amounts owing between the Parties plus reasonable attorney's fees and costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within five (5) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate.

"Liquidation Value" shall be: (a) Where Seller is the non-defaulting Party, the positive difference if any between the contract price of the Energy for the remaining supply period for any Transaction Confirmation terminated and the market price of the Energy for the remaining supply period of such terminated Transaction Confirmation. (b) Where the Buyer is the non-defaulting Party, the positive difference, if any, between the purchase price at which Buyer obtains alternative Energy supply to cover the remaining supply period for any Transaction Confirmation terminated and the contract price of the Energy for the remaining supply period in any Transaction Confirmation terminated. The price paid by Buyer to its LDC for alternative energy supply shall be deemed "commercially reasonable." "Market Price" means the price for similar quantities of Energy at the Delivery Point during the applicable Delivery Period provided in a Transaction Confirmation.

- 13. Representations and Warranties:** Each Party hereby represents and warrants to the other Party as follows:
- a. This Agreement constitutes a legal, valid, and binding obligation of the Party, enforceable against the Party in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; and
 - b. Customer has knowledge, understanding and experience that enable Customer to evaluate the merits and risks of entering into this Agreement;
- 14. Forward Contract:** Summer Energy Northeast, LLC and Customer acknowledge and agree that the transactions contemplated by this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code, and further acknowledge and agree that Summer Energy Northeast, LLC is a "forward contract merchant."
- 15. Assignment:** You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior consent of Summer Energy. Summer Energy may: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate of Summer Energy; (iii) transfer or assign this agreement to any person or entity succeeding to all or substantially all of the assets of Summer Energy; and/or (iv) transfer or assign this agreement to a certified CEPS. Summer Energy Northeast shall provide you with thirty (30) days written notice of any such assignment. In the case of (ii), (iii) or (iv), any such assignee shall agree in writing to be bound by the terms and conditions hereof. After assignment, Summer Energy Northeast will have no further obligations under this Agreement.



- 16. Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, Summer Energy Northeast, LLC and Customer and their respective successors and permitted assigns.
- 17. Force Majeure:** Neither Party shall be liable in damages for any act or event that is beyond its control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, terrorism, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the ISO.
- 18. Excuse:** If an event occurs which makes it impossible for a Party to perform this Agreement, including without limitation, any of the foregoing force majeure events, then its performance under this Agreement shall be excused for the duration of such event.
- 19. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES:** Summer Energy Northeast, LLC AND CUSTOMER CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNDER NO CIRCUMSTANCE SHALL SUMMER ENERGY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF SUMMER ENERGY AND THE CUSTOMER THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, SUMMER ENERGY AND CUSTOMER ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- 20. Dispute Resolution:** Summer Energy Northeast, LLC and Customer agree in good faith to attempt to resolve any disputes within twenty-one (21) calendar days of notice of the dispute from either party. Any written communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at 5847 San Felipe St Suite 3700 Houston, Texas 77057. A dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the commission pursuant to its Complaint Handling Rules and Procedures by calling 1-800-852-3793 or by writing to the commission at: New Hampshire Department of Energy, Consumer Services and External Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429, or through its website at www.puc.state.nh.us. Customers may contact the commission if they have questions about their rights and responsibilities.
- 21. UCC:** Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") shall govern this Agreement and Energy shall be deemed a "good" for purposes of the UCC.
- 22. Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT SUMMER ENERGY DOES NOT MAKE AND EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.



- 23. Notices:** Notices to and from Customer shall be furnished in writing and shall be delivered by electronic mail, United States Postal Service standard mail, certified mail, overnight carrier, or hand delivery. Notice to and from Customer by hand delivery shall be deemed to be received by the close of the business day on which it was hand delivered (unless hand delivered after the close of business in which case it shall be deemed received at the close of the next business day). Notice to and from Customer by overnight mail or courier shall be deemed to have been received 2 (two) business days after it was sent. FOR PURPOSES OF PROVIDING NOTICE OF BANKRUPTCY TO SUMMER ENERGY, SUCH NOTICE SHALL ONLY BE EFFECTIVE IF DELIVERED TO THE FOLLOWING ADDRESS: PO BOX 460485, Houston, TX 77056.
- 24. Governing Law:** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF SUMMER ENERGY NORTHEAST, LLC AND CUSTOMER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAW OF THE STATE OF IN WHICH THE ELECTRICITY IS PROVIDED, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.
- 25. Non-Waiver:** No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.
- 26. Severability:** Except as otherwise stated herein, any provision or article declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over us or Customer, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.
- 27. No Third Party Beneficiaries:** Nothing in this Agreement shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.
- 28. Discrimination:** We do not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, religion, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.
- 29. Entirety of Agreement:** It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of electricity, and supersedes any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's meter identification number. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either party merely by the fact that such party is the author of the Agreement.
- 30. Counterparts.** This Agreement may be executed simultaneously in multiple originals or counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and each of which shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.
- 31. No Oral Modification or Waivers.** This Agreement shall not be modified or waived orally, but only by an instrument in writing signed by the Party against which enforcement of the modification or waiver is sought.
- 32. Own Judgment.** It is understood and agreed that the Parties hereto have carefully reviewed this this Agreement, that they fully understand its terms, that they sought and obtained, or had the opportunity to obtain, independent legal advice with respect to the negotiation and preparation of this Agreement, and that this Agreement has been negotiated and prepared by the joint efforts of the Parties.



Method of Communication

During the enrollment process, you will have the option to select the method of communication you would like Summer Energy to use for future correspondence. The options that you may choose from are; electronic mail or written correspondence delivered by US mail.

SUMMER ENERGY NORTHEAST, LLC

CUSTOMER RIGHTS AND CONTACT INFORMATION

Contact Info: **SUMMER ENERGY NORTHEAST, LLC**
5847 San Felipe Street, Suite 3700
Houston, Texas 77057
Tel Number: 713-375-2790
Toll Free: 1-888-594-9299
Toll Free Fax: 1-888-594-9350

Hours of Operation: Monday-Friday 8:00 am to 7:00 pm CST and Saturday 9:00 am to 1:00 pm CST