



### Customer Enrollment Information

Contract Prepared On Date:

/  /

#### Customer Information

Legal Business Name:

Mailing Address:

Street  Unit /Apt   
City  State  Zip Code

Phone Number:

Area Code  -  -  Ext.

Fax Number:

-  -

Contact Name:

First  Last

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

-

Tax Exempt (If selected, please include your state Tax Exempt form)

#### Price Plan Chosen by Customer

Fixed Full Requirements

##### Notification Preferences

How to Receive Notification:

- Email
- Mail
- Fax

Billing Type:

- Consolidated
- \*Dual

##### \*Dual Billing Only

How to Receive Bill:

- Email
- Mail
- Fax

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials \_\_\_\_\_



## Customer Enrollment Information Cont.

### Account Information

1

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Unit

Term

Start Date (MM/YY):

/

2

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Unit

Term

Start Date (MM/YY):

/

Additional Accounts Attached

Total Estimated Historical  
Annual Usage

Customer and Energy.me have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

Customer Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Energy.me Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Customer Disclosure Statement

### Price Plan Chosen by Customer:

#### Fixed Full Requirements

### How Price is Determined:

Energy.me does not offer budget billing.

Fixed Full Requirements Rate is noted on Page 2, for commodity supply provided under this Agreement, plus all applicable taxes and fees.

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

### Amount of Early Termination Fee and Method of Calculation:

For Fixed Full Requirements, Energy.me shall calculate the fee for any early termination to include the total losses and costs associated with such early termination, any loss of margin, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions.

### Amount of Late Payment Fee:

1.5% per month on overdue balances.

Initials \_\_\_\_\_

## Terms and Conditions

### Illinois Large Commercial Electricity

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Energy.me Midwest LLC (“Energy.me”), a licensed Alternative Retail Electric Supplier (ARES), and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Energy.me (the “Agreement”). Subject to the terms and conditions of this Agreement, Energy.me agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Energy.me, necessary to meet Customer’s requirements based upon consumption data obtained by Energy.me or the delivery schedule of the Local Distribution Utility (the “LDC”). Energy.me 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 Energy.me or the LDC’s delivery schedule. The LDC remains responsible for the delivery of power to Customer and will continue to respond to emergencies, switching ARES will not impact the customer’s electric service reliability. Customer will receive written notification from the LDC confirming a switch of the customer’s power and energy supplier.

**2. Term.** The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence as of the date Customer’s provider to Energy.me is deemed effective by the LDC and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, the Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 21 herein; effective at the time of renewal, with no change to the remaining items (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, Energy.me will notify Customers in writing of the terms of renewal of this Agreement and the Customer’s right to renew, reject or renegotiate the Agreement. This Agreement will **AUTOMATICALLY** renew if Customer does not cancel the Agreement by contacting Energy.me using the information provided in Section 8. 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 term, and Customer or Energy.me may cancel or terminate this Agreement by providing 14 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 as set forth in the Customer Disclosure Statement. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and

charges. Customer is subject to bill recalculation upon entering into this Agreement. Customer should contact their LDC if they have questions about recalculations being applied to Customer’s account.

If there is a material adverse change in the business or financial condition of Customer (as determined by Energy.me 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, Energy.me may terminate this Agreement upon 30 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Energy.me terminates this Agreement due to Customer’s breach, the Customer shall pay Energy.me, in addition to any other applicable charges, an early termination fee see Section 4. Customer may return to LDC service at any time subject to the terms of this Agreement.

You will receive energy-related invoices issued by LDC (“Consolidated Billing”). If billed by the LDC, terms are defined by the LDC’s tariff. Failure by a commercial customer to make full payment of Energy.me charges due on any consolidated bill prepared by the LDC for Energy.me will be grounds for disconnection of utility services in accordance with State rules and regulations on the termination of service to non-residential customers. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees.

**4. Early Termination Fee.** If Customer cancels this Agreement during the Initial Term, Customer shall pay an Early Termination Fee, which shall be calculated to include Energy.me’s total losses and costs associated with the early termination, any loss of bargain, loss or costs incurred as a result of Energy.me obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions. Customer will not be charged an early termination fee if Customer cancels the Agreement within 10 calendar days after the LDC processes the enrollment request.

**5. Rescission.** Customer may rescind the contract and the pending enrollment, within 10 calendar days after the electric utility processes the enrollment request, by contacting Energy.me or the LDC.

**6. Assignment.** Customer may not assign its interests in

and delegate its obligations under this Agreement without the express written consent of Energy.me. Energy.me 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 ICC.

**7. Information Release Authorization.** Customer authorizes Energy.me 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; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Energy.me 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 Energy.me. 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 Energy.me or by calling Energy.me at 1.844.692.4372. Energy.me reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**8. Consumer Protections.** The services provided by Energy.me to Customer are governed by the terms and conditions of this Agreement. Energy.me will provide at least 30 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Energy.me, a Commercial Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the ICC. Customer may obtain additional information by contacting Energy.me at 855.243.7270 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Energy.me at: Energy.me, 555 Pleasantville Road, Suite S-109, Briarcliff Manor, N. Y. 10510, or email Energy.me at [customercare@energy.me](mailto:customercare@energy.me) or the ICC at 1-800-524-0735.

**9. Final Bill.** Customer is liable for all Energy.me charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within sixty (60) 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.

**10. Energy.me:** Customer hereby designates Energy.me as agent to; (a) arrange and administer contracts and service

agreements between Customer and Energy.me and those entities including the Midcontinent Independent Systems Operator (MISO) and PJM Interconnection (PJM) 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 Delivery Point and the Customer's end-use premises. Energy.me 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 Delivery Points for the electricity will be a point at the MISO or PJM Energy.me 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.

**11. Title.** Customer and Energy.me agree that title to, control of, and risk of loss to the electricity supplied by Energy.me under this Agreement will transfer from Energy.me to Customer at the Delivery Point(s).

**12. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Energy.me. Energy.me makes no representations or warranties other than those expressly set forth in this Agreement. Energy.me expressly disclaims all other warranties, express or implied.

**13. Force Majeure.** Energy.me will make commercially reasonable efforts to provide electricity hereunder but Energy.me does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Energy.me ("Force Majeure Events") may result in interruptions in service. Energy.me will not be liable for any such interruptions caused by a Force Majeure Event, and Energy.me is not and shall not be liable for damages caused by Force Majeure Events.

**14. Liability.** The remedy in any claim or suit by Customer against Energy.me 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 Energy.me or Customer be liable for consequential, incidental, indirect, special or punitive damages subject to the regulations and authority of the ICC. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**15. Dispute Resolution.** In the event of a billing dispute or disagreement involving Energy.me's service, Customer should contact Energy.me's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific

disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

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

**17. 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 Energy.me's net income, shall be paid by Customer, and Customer agrees to indemnify Energy.me and hold Energy.me harmless from and against any and all such taxes.

**18. 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, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Energy.me shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**19. Emergency Service.** In a case of emergency contact your LDC's emergency personnel immediately.

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

**21. Electric Variable Rate** shall each month reflect the cost of electricity obtained from all sources (including

energy, capacity, settlement, losses, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energy.me's costs, expenses and margins. There is no limit on price variability.

**22. Electric Fixed.** Shall reflect each month a flat rate indicated on the Customer Disclosure Statement. This rate includes the fees associated with providing electric services such as capacity, transmission costs, losses, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LDC.

**23. Usage.** You authorize Energy.me to access your historical usage records from your utility. You agree to notify Energy.me in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Energy.me will notify you, your current Contract will be void, and Energy.me may ask you to sign a contract indicating your correct rate class. This may result in a change in price.