

NATURAL GAS & ELECTRICITY SALES AGREEMENT

Customer Data

NAME _____ SS#/TAX ID _____

ADDRESS _____ TELEPHONE (HOME) _____

(BUSINESS) _____

E-MAIL ADDRESS _____

GAS	
ACCOUNT NAME	
UTILITY ACCOUNT#	
SERVICE ADDRESS	
UTILITY	

ELECTRIC	
ACCOUNT NAME	
UTILITY ACCOUNT#	
SERVICE ADDRESS	
UTILITY	

I, the Buyer, agree to purchase natural gas from Columbia Utilities, LLC and/or electricity from Columbia Utilities Power, LLC required to service each of the accounts listed above (or in any addendum) ("Purchase Quantities") at a variable price, as described on the reverse side in the General Terms and Conditions of this Agreement.

I would like Budget Billing: _____ (Initial) (National Grid NY, National Grid LI, NYSEG, and RG&E - restrictions apply; Con Edison, O&R, Central Hudson, National Grid (Upstate) - Customer must call Utility).

Price	Variable
Variable Price Calculation	CUSTOMER WILL PAY A PRICE FOR GAS AND/OR ELECTRICITY THAT WILL VARY FROM MONTH TO MONTH; THE PRICE FOR GAS AND/OR ELECTRICITY WILL BE BASED ON A MONTHLY SPOT PRICE AND OTHER PREVAILING MARKET CONDITIONS. The monthly spot price for gas and electricity will be designed to compensate Seller for both the supply and agency functions that Seller performs for Customer. Seller will have the option, on notice to Buyer, to adjust the Billing Quantity for fuel and line loss retained by Customer's utility and interstate transporters from the Purchased Quantities. Buyer is also responsible for paying all applicable taxes. If Buyer is tax exempt, Buyer must furnish Seller with exemption certificate before service begins.
Length Of Term And End Date	Initial Agreement term is one month from the date set forth under the customer's signature on this first page, or the date Seller's service to Buyer starts (whichever is earlier), subject to the automatic renewal described below and herein.
How Customer Can Rescind The Agreement	To cancel this Agreement, a residential customer must, within three business days of Customer's receipt of the Agreement, call Seller at (718) 851-6655 or (877) 7-COLUMBIA and ask to cancel this Agreement. Customer can also request cancellation by sending a signed and dated letter or notice requesting cancellation via regular mail, overnight carrier, telegram, or hand delivery to Columbia Utilities, LLC / Columbia Utilities Power, LLC, 1350 60th Street, Brooklyn, NY 11219.
Amount Of Early Termination Fee	None.
Amount of Late Payment Fee and Method of Calculation	Customer will pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Seller within 15 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. Customer also agrees to pay Seller's reasonable attorneys' fees and expenses incurred in collecting any payment from Customer.
Agreement Renewals	This Agreement will be in full force and effect for an initial period of one month commencing on the date set forth under the Buyer's signature on the first page of this Agreement or the date Seller's service to Buyer starts, whichever is earlier. This Agreement will continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew the Agreement by giving the other party at least 30 days advance written notice before the end of any one month term.
Conditions Under Which Savings Are Guaranteed	None guaranteed.

- I understand that any sales representative with whom I have spoken represents Columbia Utilities, LLC and/or Columbia Utilities Power, LLC and is not from my local utility company and is not affiliated with my local utility company.
- I understand that there is no cost to switch to Columbia Utilities, LLC and/or Columbia Utilities Power, LLC as my gas and/or electricity supplier or to enroll in Columbia's Natural Gas Choice Program or Power Choice Program.
- I am the customer whose name is on the account, spouse of the account holder, or over 18 and authorized to make decisions concerning the account.
- I understand that my utility will continue to deliver my gas and electricity and send me my gas and electric bills.
- I acknowledge that I have received a copy of the "ESCO Consumers Bill of Rights".
- I acknowledge that I received 2 copies of the "Notice of Cancellation" that is part of this agreement. (Only for door to door sales)

By signing below, you, the Buyer, agree to the terms and conditions of this Agreement, including the General Terms and Conditions on the reverse side. Buyer hereby authorizes Seller to initiate service to the above accounts, to begin Buyer's enrollment, and to obtain consumption, credit and other information about the Buyer ("Customer Information") from your utility and credit agencies for as long as Buyer remains a customer of Seller, so that Seller can start and maintain service to Buyer. Columbia reserves the right to refuse to provide gas or electricity to Buyer under this Agreement if Columbia is unable to obtain Customer Information or Columbia obtains Customer Information that is unsatisfactory. Buyer may rescind its authorization for release of Customer Information at any time. **IF YOU, THE BUYER, ARE A RESIDENTIAL CUSTOMER, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOUR RECEIPT OF THIS AGREEMENT. IF YOU CANCEL, YOU WILL RECEIVE A CANCELLATION NUMBER FROM SELLER.**

FOR _____
Columbia Utilities, LLC and/or
Columbia Utilities Power, LLC (Seller)

FOR _____
BUYER'S NAME (PRINT)

BY _____
SIGNATURE

BY _____
BUYER'S SIGNATURE

DATE _____

GENERAL TERMS AND CONDITIONS

PRICE. Buyer will be billed and will pay Seller for gas and/or electricity based on Buyer's consumption information that Seller receives from Buyer's utilities ("Billing Quantity"). **BUYER WILL PAY A PRICE FOR GAS AND/OR ELECTRICITY THAT WILL VARY FROM MONTH TO MONTH; THE PRICE FOR GAS AND/OR ELECTRICITY WILL BE BASED ON A MONTHLY SPOT PRICE AND OTHER PREVAILING MARKET CONDITIONS.** The monthly spot price for gas and electricity will be designed to compensate Seller for both the supply and agency functions that Seller performs for Buyer. Seller will have the option, on notice to Buyer, to adjust the Billing Quantity for fuel and line loss retained by Buyer's utility and interstate transporters from the Purchased Quantities. Buyer is also responsible for paying all applicable taxes. If Buyer is tax exempt, Buyer must furnish Seller an exemption certificate before service commences.

TERM AND RENEWALS. This Agreement will be in full force and effect for an initial period of one month commencing on the date set forth under the Buyer's signature on the first page of this Agreement or the date Seller's service to Buyer starts, whichever is earlier. This Agreement will continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew the Agreement by giving the other party at least 30 days advance written notice before the end of any one month term.

AGENCY. Gas - Buyer hereby designates Seller as Buyer's agent to: (a) enter into, arrange and/or administer contracts and service arrangements with Buyer's utility, and with the interstate pipeline(s) for the transportation (including capacity release, re-release and recall arrangements) of Buyer's gas; (b) nominate and schedule with the interstate pipeline(s) the transportation of Buyer's gas from the Sales Point(s) to the Delivery Point(s), and with the utility for the transportation of Buyer's gas from the Delivery Point(s) to the Buyer's premises; and (c) aggregate Buyer's gas with the gas supplies of Seller's other customers in order for Buyer to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As agent for Buyer, Seller will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet Buyer's city gate requirements based on the consumption and other information that Seller receives from Buyer's utility. The Sales Point(s) for the gas will be a point or points located outside of New York State selected from time to time by Seller to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of Buyer's utility. Seller agrees to transport or arrange for the transportation of gas to the Sales Point(s). Seller, as Buyer's agent, will arrange for the transportation of the gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to Buyer's premises. Buyer will receive a single bill from Buyer's utility that will include charges for the utility's transportation of gas from the Delivery Point(s) to buyer's meter(s), Buyer's purchase of gas from Seller, and other applicable charges.

Electricity - Buyer hereby designates Seller as Buyer's agent for the purpose of arranging, contracting for, and administering transmission services, including those provided by Buyer's electric utility for the delivery of electricity. The Sales Point(s) for the electricity will be a point or points located outside of the territorial boundaries of New York City, selected from time to time by Seller to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Seller, as Buyer's agent, has arranged for the delivery of electricity to Buyer or to a third party (such as Buyer's utility) for Buyer's account. Buyer will receive a single bill from Buyer's utility that will include charges for the utility's delivery of electricity from the Delivery Point(s) to Buyer's meter(s), Buyer's purchase of electricity from Seller, and other applicable charges.

BILL PAYMENT. Payment is due on receipt of the bill. If payment is not received from Buyer on a timely basis, Seller may, after 15 days written notice to Buyer, suspend performance and cancel this Agreement, provided that Buyer will still remain obligated to pay for all gas and/or electricity sold to Buyer prior to such cancellation. Buyer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Seller within 15 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. Buyer also agrees to pay Seller's reasonable attorneys' fees and expenses incurred by Seller in collecting any payment from Buyer.

TITLE, RISK OF LOSS, ETC. Buyer and Seller agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Seller to Buyer at the Sales Point(s).

APPLICABLE LAWS. ETC. This Agreement is subject to all applicable local, state and Federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the New York Public Service Commission. Services provided by Buyer's utility are subject to the Home Energy Fair Practices Act (HEFPA), the Public Service Law, and other applicable local, state and Federal laws, orders, rules, and regulations.

CONSUMER PROTECTION. NEITHER BUYER NOR SELLER WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT. Residential service provided by Seller is governed by the Home Energy Fair Practices Act (HEFPA). Prior to termination of service, Seller will provide at least 15 days' written notice to Buyer. In the event of nonpayment of any charges owed to Seller, Buyer may be subject to termination of service and the suspension/disconnection of distribution service pursuant to procedures approved by the Public Service Commission under HEFPA. Seller will attempt in good faith to resolve any dispute arising out of this Agreement. Non-residential customer disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, the dispute may be submitted to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. **NON-RESIDENTIAL CUSTOMERS INITIAL HERE TO ACKNOWLEDGE THAT YOU UNDERSTAND YOUR RIGHT TO ARBITRATE _____.**

Residential and non-residential customers may contact the Public Service Commission, but the Commission will not resolve non-residential complaints. 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") by calling the DPS at (800) 342-3377 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: www.dps.state.ny.us. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. The Public Service Commission will monitor inquiries or contacts from residential and non-residential customers, and an excessive number of complaints may result in an ESCO no longer being able to supply natural gas or electricity in New York State. Buyer can contact Seller at (718) 851-6655 or (877) 7-COLUMBIA with any questions relating to this Agreement. Buyer may also request information from the New York Public Service Commission's Office of Consumer Services, 3 Empire State Plaza, Albany NY 12223; Tel: (800) 342-3377 (toll-free): or at the Public Service Commission's web site (<http://www.dps.state.ny.us>). The Public Service Commission ESCO Hotline is Tel: (888) 697-7728.

FORCE MAJEURE. Neither Seller nor Buyer will be liable for breaching this Agreement if the breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond the party's control, such as fires, acts of god or public enemy, government restraints or orders, extraordinary storms, and other events that can not be prevented or overcome by due diligence. This does not include an inability to pay any amount owing pursuant to this Agreement.

NO WARRANTIES. SELLER MAKES NO WARRANTY, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MISCELLANEOUS. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH NEW YORK STATE LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.** This Agreement can only be amended by a writing signed by all the parties hereto. This Agreement is the entire understanding between Buyer and Seller with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Seller 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 in accordance with the Public Service Commission rules and procedures, if any, governing such transactions.

EMERGENCIES. In the event of an energy emergency or service interruption, you should immediately call emergency personnel by dialing your local utility at the following numbers: **National Grid NY (718) 643-4050; National Grid LI (800) 930-5003; Con Edison (800) 752-6633; O&R (800) 533-5325; Central Hudson (800) 942-8274; National Grid (Upstate) (800) 892-2345; NYSEG (800) 572-1121; RG&E (800) 743-1702.** Customer can also call Seller at **(718)-851-6655 or (877) 7-COLUMBIA.**