



302 Macdade Blvd
Collingdale, PA 19023

Rhode Island Residential and Small Commercial Electricity Service Purchase & Sale Agreement

CUSTOMER INFORMATION

Date:	
Account Type:	
Account Name/Contact:	
Authorized Person:	
Contact Email / Phone:	
Utility Name / Acct Number:	
Service/Meter Address:	
Billing Address:	

I, _____, have reviewed this Rhode Island Residential and Small Commercial Electricity Service Purchase & Sale Agreement (“Agreement”) including the New England Power & Light RI Contract Summary (“Contract Summary”) and Terms of Service, which are incorporated by reference as if fully stated herein. By signing below, I agree to this Agreement and I agree to purchase electricity supply service from New England Power & Light RI LLC (“NEPL”) at the initial variable rate of

_____.

You, the buyer, may cancel this transaction at any time within three (3) business days of the date of this transaction. See the Notice of Cancellation form for an explanation of this right.

Customer Signature: _____

Date: _____

D2D

I have clearly identified myself as representing NEPL, stating no affiliation with the customer’s utility, have reviewed and handed the Contract Summary and Terms of Service to the customer, and have complied with all Rhode Island Public Utility Commission (RI PUC) rules and regulations. By signing below, I agree to this Agreement, including the Contract Summary and Terms of Service on behalf of New England Power & Light RI LLC.

Agent Signature: _____

Date: _____



302 Macdade Blvd
Collingdale, PA 19023

<<FName LName>>
<<Street>>
<<City, State Zip>>

<<Month DD, YYYY>>

Dear <<FName LName>>

Welcome to New England Power and Light RI, LLC (“New England Power and Light”). In the next few days, you will be receiving a notice from <<Utility>> outlining the change of your supplier to New England Power and Light.

You will remain a customer of <<Utility>>, and they will continue to handle your billing and all service-related issues. There will be no lapse in your electric service. Enclosed for your records are a copy of the Supply Agreement, General Terms and Conditions, and Customer Disclosure Statement with New England Power and Light.

Please find key details about your account below: **Enrollment**

Date: <<Month DD, YYYY>>

Account Type: <<Commercial>> <<Residential>>

Price: <<price>>

Term: Month to Month

Product: 100% Renewable Electricity sourced from National Green e renewable sources

Billing Address: <<Street>>, <<City, State Zip>>

Utility Account Number: <<XXXXXXXXXXXXXXXXXXXXXXXXXXXX>>

If your account is tax exempt, fax or email a copy of your Exempt Certificate to 215-790-6224 or customercare@newenglandpowerandlight.com. Please be sure to reference your utility account number.

If you have any questions regarding your energy bill or would like to discuss the services of New England Power and Light, please call customer service at (855) 208-6937, Monday through Friday, 9AM-5PM ET.

Thank you for choosing NEPL.

Sincerely,

New England Power and Light RI Team



302 Macdade Blvd
Collingdale, PA 19023

**NEW ENGLAND POWER AND LIGHT
RI RESIDENTIAL and SMALL COMMERCIAL ELECTRICITY SUPPLY AGREEMENT**

Date:	<<Month DD, YYYY>>
Account Type:	<<Commercial>> <<Residential>>
Account Name/Contact:	<<Business Name>> / <<FName LName>>
Authorized Person:	<<FName LName>>
Contact Email:	<<email address>>
Utility / Acct Number:	<<XXXXXXXXXXXXXXXXXXXXXXXXXXXX>>
Service/Meter Address:	<<Street>>, <<City, State Zip>>
Billing Address:	<<Billing Street>>, <<City, State Zip>>

You ("Customer") agree to purchase electricity from New England Power and Light RI, LLC ("New England Power and Light") required to serve each of the accounts listed above ("Purchase Quantities") at the agreed upon price, as described herein and in the General Terms & Conditions provided herewith. This Electricity Supply Agreement, including the General Terms & Conditions and Customer Disclosure Statement, is sometimes referred to herein as the "Agreement."

You, Customer, certify that:

- You understand that any sales representative with whom you have spoken represents New England Power and Light and not your utility and is not affiliated with your utility.
- You are the customer of record or an officer of the customer of record and have authority to sign this Agreement on behalf of the customer of record.
- You understand that your utility will continue to deliver your electricity and send you your electricity bills.
- You have received a copy of the General Terms & Conditions with this Agreement.

You, Customer, agree to the terms and conditions of this Agreement, including the Customer Disclosure Statement and General Terms & Conditions provided herewith. You hereby authorize New England Power and Light to initiate service to the accounts set forth herein, to begin your enrollment, and to obtain and review information regarding your credit history from credit reporting agencies and the following information from your utility: consumption history; billing determinants; account number; credit information and other information (collectively, "Customer Information"). Customer Information will be used by New England Power and Light to determine whether it will commence and/or continue to provide your electric service. New England Power and Light reserves the right to refuse to provide electricity under this Agreement if it is unable to obtain Customer Information or obtains Customer Information that is unsatisfactory. This authorization will remain in effect as long as you are a customer of New England Power and Light; provided, however, that you may rescind your authorization for release of Customer Information at any time by sending an email to customercare@newenglandpowerandlight.com, or by calling New England Power and Light at (855) 208-6937. New England Power and Light reserves the right to cancel this Agreement if you rescind your authorization.



302 Macdade Blvd
Collingdale, PA 19023

**RI RESIDENTIAL and SMALL COMMERCIAL ELECTRIC SUPPLY AGREEMENT
CUSTOMER DISCLOSURE STATEMENT**

Product	Variable Price Renewable Electric Energy Product
How price is determined	Percentage of Renewable Energy: 100% of total usage Renewable Energy Variable Rate \$<0.XXX> per kWh Price is determined and agreed to at the time of enrollment. The price agreed includes all supply charges for the customer. All utility charges are determined by the Rhode Island PUC and are billed through the customers utility. NEPL will honor the price agreed to for the agreed term unless there is a change in law that would affect the cost to serve the customer. If a change in law occurs the customer will be notified in advance of any change in price.
Length of the agreement and end date	The Term of this Agreement will be month to month beginning on the first available date that your account is successfully enrolled with your LDC. For more details, see Section 3 – Term and Renewals.
Process customer may use to rescind the agreement without penalty.	A residential customer may rescind by calling (855) 208-6937 within three (3) business days of receipt of the sales agreement.
Amount of Early Termination Fee (“ETF”) and method of calculation	No early termination fee for this product.
Amount of Late Payment Fee and method of calculation	Late payment fees are in accordance with your Local Distribution Company
Provisions for Renewal of Agreement	After completion of the agreement, this contract is renewed on a month-to-month basis at a variable renewable product rate until terminated by either party. See Section 3 – Terms and Renewals.
Renewable Energy Product	Renewable Energy. 100% of the energy provided under this agreement shall be derived from National Green E renewable resources as specified in this agreement. See Section 2 – Price and Billing.



302 Macdade Blvd
Collingdale, PA 19023

GENERAL TERMS & CONDITIONS

1. **RESCISSION AND TERMINATION.** You may rescind this Agreement within three (3) business days of your signing (if executed in person), or your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first, by calling New England Power and Light at (855) 208-6937 or emailing New England Power and Light at customercare@newenglandpowerandlight.com.

Once you are a New England Power and Light gas customer, you also may cancel this Agreement at any time for any reason by providing at least 30 days' notice to New England Power and Light by calling New England Power and Light at (855) 208-6937 or emailing New England Power and Light at customercare@newenglandpowerandlight.com; provided, however, that you shall remain obligated to pay for all gas service provided to you prior to such cancellation. There is no early termination fee for Variable Rate customers. Cancellation shall be effective on the date your gas utility switches your service back to the utility or to another energy service company (ESCO).

2. **PRICE AND BILLING.** For Month-to-Month Variable it shall reflect the wholesale cost of electricity (including commodity, capacity, and ancillary services), and other market-related fees plus applicable taxes, fees, charges or other assessments and New England Power and Light's costs, expenses and margins. The initial price for fixed rate service is set forth above. You will remain a customer of the LDC and they will continue to handle your monthly billing. If you are tax exempt, you must furnish New England Power and Light with an exemption certificate before service begins. New England Power and Light will have the option, on notice to you, to adjust the Billing Quantity for fuel and line loss retained by your utility from Purchase Quantities. The electricity being supplied is 100% renewable energy sourced from National Green E resources. Customer is responsible for paying all applicable taxes and fees.
3. **TERM AND RENEWALS.** For Variable Rate service, this Agreement will be in full force and effect for an initial period of one month commencing on a date determined by your utility. Thereafter, this Agreement will continue in full force and effect on a month-to-month basis unless either party elects not to renew this Agreement by giving the other party at least 30 days' advance notice before the end of any one-month term.
4. **ASSIGNMENT.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of New England Power and Light. New England Power and Light 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 DPS with 30 days written notice to Customer.

5.AGENCY - Electricity - You hereby designate New England Power and Light as your agent for the purpose of arranging, contracting for, and administering transmission services, including those provided by your utility for the delivery of electricity. The Sales Point(s) for electricity will be at one or more points on the ISO NE administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by New England Power and Light to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which New England Power and Light, as your agent, has arranged for the delivery of electricity to you or to a third party (such as your utility) for your account. You will receive a single bill from your utility that will include charges for the utility's delivery of electricity from the Delivery Point(s) to your meter(s), your purchase of electricity from New England Power and Light, and other applicable charges.

6. BILL PAYMENT, LATE PAYMENT FEES, AND TERMINATION. You will receive a single bill from your utility. Payment is due on receipt of the bill. You shall pay New England Power and Light a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by New England Power and Light within 20 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. If you fail to remit payment when due, New England Power and Light may, after providing you with 15 days' written notice, terminate this Agreement. In addition, failure to make full payment of New England Power and Light charges due on any bill may be grounds for disconnection of service by your utility to the extent permitted under the rules and regulations of the Rhode Island Public Utility Commission ("Commission").

7. INFORMATION RELEASE AUTHORIZATION. Customer authorizes New England Power and Light, LLC 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; 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 and information pertaining to, tax status and eligibility for economic development or other incentives. This information may be used by New England Power and Light, LLC 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 New England Power and Light, LLC. 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 New England Power and Light or by calling New England Power and Light, LLC at (855) 208-6937. New England Power and Light reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

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



302 Macdade Blvd
Collingdale, PA 19023

- 9. CONSUMER PROTECTIONS AND DISPUTE RESOLUTION.** The services provided by New England Power and Light to Customer are governed by the terms and conditions of this Agreement and the Rhode Island State Public Utility Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. New England Power and Light will attempt in good faith to resolve any dispute arising under this Agreement. You can contact New England Power and Light by telephone at (855) 208-69371, email at customercare@newenglandpowerandlight.com, or mail at New England Power and Light, LLC, 302 Macdade Blvd Philadelphia, PA 19141 with any questions or disputes regarding New England Power and Light's service under this Agreement. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. In addition, you may contact the Commission's Public Utility Commission ("PUC"). The PUC will not resolve non-residential disputes; however, the PUC will monitor inquiries and contacts from non-residential customers regarding energy service companies and an excessive number of complaints may result in an energy service company no longer being eligible to supply energy in Rhode Island State. You may reach the PUC by phone at (401) 941-4500, by mail at Public Utilities Commission 89 Jefferson Blvd Warwick, RI 02888, or through the RI PUC website at: www.ripuc.gov if you have a dispute with New England Power and Light or are pursuing other legal remedies, you still must pay your bill in full, except for the specific disputed amount, during the pendency of such dispute or action.
- 10. LIMITATION OF LIABILITY. NEITHER CUSTOMER NOR NEW ENGLAND POWER AND LIGHT WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT.**
- 11. FORCE MAJEURE.** Neither Customer nor New England Power and Light will be liable for a breach of this Agreement if such breach is due to a Force Majeure Event. A Force Majeure Event means a material, unavoidable occurrence beyond a party's control, including fire, acts of God or public enemy, an extraordinary weather event, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate gas transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. A Force Majeure Event does not include an inability to pay any amount owing pursuant to this Agreement.
- 12. NO WARRANTIES. NEW ENGLAND POWER AND LIGHT MAKES NO WARRANTIES, 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.**
- 13. APPLICABLE LAWS, ETC. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH RHODE ISLAND STATE LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAWS.** 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") that impacts the any term, condition, or provision of this Agreement, including but not limited to price, New England Power and Light shall have the right to modify this Agreement to reflect such Regulatory Change by providing you with 30 days' written notice of such modification, and the customers expressed consent if solicited door to door
- 14. MISCELLANEOUS.** You may not assign this Agreement without New England Power and Light's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto including price changes if solicited door to door. This Agreement is the entire understanding between Customer and New England Power and Light with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. New England Power and Light may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof, 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 Utility Commission's rules and procedures, if any, governing such transactions.
- 15. 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 Rhode Island. This Agreement shall be construed under and shall be governed by the laws of the State of Rhode Island without regard to the application of its conflicts of law principles.
- 16. 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 New England Power and Light's net income, shall be paid by Customer, and Customer agrees to indemnify New England Power and Light and hold New England Power and Light harmless from and against any and all such taxes.
- 17. EMERGENCIES.** Your utility will continue to respond to leaks and emergencies. In the event of an energy emergency or service interruption, you should immediately call emergency personnel by dialing your utility at the following numbers: Rhode Island Energy (855) 743-1101



302 Macdade Blvd
Collingdale, PA 19023

Notice of Cancellation

Date of Transaction _____

(Date)

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

New England Power & Light RI LLC
302 Macdade Blvd, Collingdale, PA 19023
Toll free: 1-855-208-6937 | Fax: 215-790-6224
Email: customercare@newenglandpowerandlight.com
www.newenglandpowerandlight.com

not later than _____
(end of rescission date)

I hereby cancel this transaction. Account: _____

(date)

(Buyer's signature)

(Print Name)