

New Jersey Spring Power & Gas Terms and Conditions

Spring Energy RRH, LLC d/b/a Spring Power & Gas • 144 North 7th Street #417
Brooklyn, NY 11249 • Tel No. 1.888.710.4782 • www.springpowerandgas.us
NJ Electric License No.: ESL-0176 • NJ Gas License No.: GSL-0153



1. Authorization to Switch and Agreement to Sell and Purchase Energy. This is an agreement between Spring Energy RRH, LLC d/b/a Spring Power & Gas (“Spring” or “TPS”) and the undersigned customer (“Customer”) under which Customer authorizes a change in Customer’s Third Party Supplier and agrees to obtain electric generation and/or natural gas supply service from Spring (the “Agreement”). Subject to the terms and conditions of this Agreement, Spring agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by Spring, necessary to meet Customer’s requirements based upon consumption data obtained by Spring or the delivery schedule of the Local Distribution Utility (the “LDC”). The amount of electricity and/or natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Spring or the LDC’s delivery schedule. The LDC will continue to deliver the electricity and/or gas supplied by Spring.

2. Contract Length. This Agreement will begin with your first meter read by your LDC after your enrollment is accepted and will continue on a month-to-month basis. When receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Your rate for electricity will be a variable price per kilowatt hour. This rate is set forth in your Contract Summary, which is incorporated into this agreement. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price per kWh which shall reflect the wholesale cost of electricity obtained from all sources (including capacity, energy balancing, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Spring’s costs, expenses and margins. You agree and understand your price can fluctuate from month to month. Spring’s current and historical prices are not an indicator of Spring’s future prices. Spring does not guarantee any savings. Unless otherwise agreed to in writing, Spring’s prices may be higher or lower than the LDC’s supply rate. Spring does not offer budget billing for your electric supply service charges.

Your rate for gas will be a variable price per therm. This rate is set forth in your Contract Summary, which is incorporated into this agreement. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price per therm which shall reflect the wholesale cost of natural gas obtained from all sources (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Spring’s costs, expenses and margins. You agree and understand your price can fluctuate from month to month. Spring’s current and historical prices are not an indicator of Spring’s future prices. Spring does not guarantee any savings. Unless otherwise agreed to in writing, Spring’s prices may be higher or lower than the LDC’s supply rate. Spring does not offer budget billing for your natural gas supply service charges.

Spring will invoice Customer monthly for electricity and/or natural gas 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 of 1.5% per month. Customer will receive a bill for the service provided by Spring, unless the LDC provides a consolidated bill for both commodity and delivery service. Spring may assign and sell the Customer’s accounts receivable to the LDC. In the event of failure to remit payment when due, Spring may terminate service under this Agreement in accordance with the provisions of Section 6 of this Agreement. A \$30 fee will be charged for all returned payments.

If there is a material adverse change in the business or financial condition of Customer (as determined by Spring at its discretion), or if the LDC is or becomes unable or unwilling to invoice Customer directly for the electricity and/or natural gas delivered under this Agreement, or if the Customer’s usage of electricity or natural gas materially decreases by more

than 25% as measured against the same month in the previous year, or if the Customer fails to disclose to Spring any material change affecting or expected to affect the Customer's usage of electricity or natural gas (including, but not limited to the installation of onsite generation), 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, Spring may terminate this Agreement in accordance with the provisions of Section 8 of this Agreement.

4. Supply Rewards. Spring will provide to Customer EITHER a "5% Ecogold Rewards OR a "3% Cash Back" on the electricity and/or natural gas commodity supply charges for active accounts as chosen by the customer following the commencement of electricity and/or natural gas commodity service under this Agreement. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which Spring has not received a request on behalf of the customer to discontinue service.

The 5% Ecogold Rewards will be 5% of the natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. The Ecogold Rewards will initially be awarded once the reward is equal to \$25. All subsequent rewards will be awarded once the reward is equal to \$50.

The Cash Back will be 3% of the 12 month consecutive natural gas and/or electricity commodity supply charges billed by the LDC on behalf of Spring under the consolidated bill, exclusive of sales taxes and LDC delivery, transportation, and transmission charges. Customer must remain with Spring for 12 consecutive billing cycles to receive any Cash Back. The Cash Back must be mailed to the customer within 60 days following each 12 month billing cycle that Customer takes service from Spring.

5. Renewable Energy Credits. Spring's Ecogold plan Spring Green ensures that electricity equal to 100% of the customer's electricity usage is offset by renewable energy credits sourced from national renewable resources such as hydro, wind and solar. Spring may take up to 12 months after the end of each calendar year under which this agreement is in effect to address any deficiency that may arise in the renewable content of electricity sold under this agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Spring website if Spring is no longer able to purchase renewable energy credits.

Spring's Ecogold plan Zero Gas ensures that Spring offsets the carbon impact of natural gas by purchasing carbon credits. The carbon credits come from projects such as forestry, landfill gas capture and conversion. Spring may take up to 12 months after the end of each calendar year under which this agreement is in effect to address any deficiency that may arise in the carbon offset content of gas sold under this agreement in the previous calendar year. Spring does not guarantee that this product will be offered in the future or on a continuing basis and will notify customer 3 months in advance via the Spring website if Spring is no longer able to purchase carbon credits.

6. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Spring. Spring may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity.

7. Information Release Authorization. Customer authorizes Spring to obtain and review "Customer Information" as said is defined in N.J.A.C. Section 14:4 -1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Spring 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 Spring. 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 Spring or by calling Spring at 1.888.710.4782. Spring reserves the right to terminate this Agreement pursuant to the provisions of Section 8 of this Agreement in the event Customer rescinds the authorization.

8. TPS Termination Rights. The services provided by Spring to Customer are governed by the terms and conditions of this Agreement. Spring shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Spring will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) 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.

9. Residential Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the residential Customer for starting or stopping electric or gas supply service if done within the terms of this Agreement. The residential Customer may terminate this Agreement, with 48 hours notice without penalty, as a result of relocation within or outside the LDC's franchise area, disability that renders the customer of record unable to pay for the TPS' service, and/or the customer of record's death. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas or electric service. You may contact the LDC customer service at PSE&G (electric & gas): 1.800.436.7734; JCP&L (electric): 1.800.662.3115 and the New Jersey Board of Public Utilities Division ("Board") at 609.341.9188 and the Board Division of Customer Assistance at 1.800.624.0241.

10. Agency-Electric. Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity and/or natural gas to the Customer's end-use premises. Spring as agent for the Customer will schedule the delivery of adequate supplies of electricity and/or natural gas 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 PJM Spring load bus. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Gas. Customer hereby designates Spring as agent to; (a) arrange and administer contracts and service agreements between Customer and Spring and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Spring to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Spring as agent for the Customer will schedule the delivery of adequate supplies of natural gas 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 natural gas transported by interstate pipelines will be the city gate stations of the LDC. Spring agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. 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 Spring agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Spring under this Agreement will transfer from Spring to Customer at the Delivery Point(s). Spring will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

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

13. Force Majeure. Spring will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Spring does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Spring ("Force Majeure Events") may result in interruptions in service. Spring will not be liable for any such interruptions caused by a Force Majeure Event, and Spring is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Spring's control.

14. Liability. The remedy in any claim or suit by Customer against Spring 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). In no event will either Spring 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.

15. Spring Contact Information. Customer may contact Spring's Customer Service Center at 1.888.710.4782, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Spring at: 144 North 7th Street #417 Brooklyn, NY 11249.

16. Dispute Resolution. In the event of a billing dispute or a disagreement involving Spring's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Spring by telephone or in writing as provided above. When Spring receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied with the Spring response, Spring will advise the Customer that the Customer can contact the Board at 1.800.624.0241, to request an alternate dispute resolution procedure or file a formal complaint. Upon receipt of a complaint forwarded by the Board or other governmental agency, Spring will respond within ten (10) days and in accordance with the direction provided by the Board or other agency. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the final resolution of the complaint.

17. 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 New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

18. 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 Spring's net income, shall be paid by Customer, and Customer agrees to indemnify Spring and hold Spring harmless from and against any and all such taxes. 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.

19. 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, Spring 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.

20. Emergency Service. The LDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call the LDC and emergency personnel. PSEG (electric & gas) at 1.800.436.7734, JCP&L (electric) at 1.800.662.3115.

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

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