



1930 Marlton Pike East Suite N73  
Cherry Hill, NJ 08003

**NY RESIDENTIAL and SMALL COMMERCIAL ELECTRIC SUPPLY AGREEMENT  
CUSTOMER INFORMATION**

|                               |  |
|-------------------------------|--|
| <b>Date:</b>                  |  |
| <b>Account Type:</b>          |  |
| <b>Account Name/Contact:</b>  |  |
| <b>Authorized Person:</b>     |  |
| <b>Contact Email:</b>         |  |
| <b>Utility / Acct Number:</b> |  |
| <b>Service/Meter Address:</b> |  |
| <b>Billing Address:</b>       |  |

You ("Customer") agree to purchase electricity from SunSea Energy, LLC ("SunSea Energy") required to serve each of the accounts listed above ("Purchase Quantities") at variable 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 SunSea Energy 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 to this Agreement.
- You have received a copy of the ESCO Consumers Bill of Rights.

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 SunSea Energy 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 SunSea Energy to determine whether it will commence and/or continue to provide your electric service. SunSea Energy 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 SunSea Energy; provided, however, that you may rescind your authorization for release of Customer Information at any time by sending an email to [customercare@sunseaenergy.com](mailto:customercare@sunseaenergy.com), or by calling SunSea Energy at (844) 277-7517. SunSea Energy reserves the right to cancel this Agreement if you rescind your authorization.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

D2D

I have clearly identified myself as representing SunSea Energy, stating no affiliation with the customer's utility, and have complied with all NY Public Service Commission rules and regulations.

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

|   |   |
|---|---|
| <b>Product</b>  | Variable Price Renewable Electric Energy Product  |
| <b>How price is determined</b>  | Percentage of Renewable Energy: <b>100%</b> of total usage<br>Renewable Energy Variable Price <b>\$&lt;0.XXX&gt;</b> per kWh<br>Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and SunSea Energy's costs, expenses and margins. Price is detailed in Section 2 – Price And Billing |
| <b>Length of the agreement and end date</b>                               | The Initial Term of this Agreement will be for one (1) month beginning on the first available date that your account is successfully enrolled by your LDC. For more details, see Section 3 – Term and Renewals.   |
| <b>Process customer may use to rescind the agreement without penalty.</b> | A residential customer may rescind by calling 1-844-277-7517 within three (3) business days of receipt of the sales agreement.  |
| <b>Amount of Early Termination Fee ("ETF") and method of calculation</b>  | No early termination fee for variable rate service.   |
| <b>Amount of Late Payment Fee and method of calculation</b>               | 1.5% per month on overdue balances  |
| <b>Provisions for Renewal of Agreement</b>                                | After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable renewable product rate until terminated by either party. See Section 3 – Term and Renewals.  |
| <b>Guaranteed Savings</b>   | This agreement offers no guaranteed savings.  |
| <b>Renewable Energy Product</b>   | Renewable Energy. 100% of the energy provided under this agreement shall be derived from renewable resources as specified in this agreement. See Section 4 – Term and Conditions.   |

## GENERAL TERMS & CONDITIONS

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**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 SunSea Energy at (844) 277-7517 or emailing SunSea Energy at [customer-care@sunseaenergy.com](mailto:customer-care@sunseaenergy.com).

Once you are a SunSea Energy electricity customer, you also may cancel this Agreement at any time for any reason by providing at least 30 days' notice to SunSea Energy by calling SunSea Energy at (844) 277-7517 or emailing SunSea at [customer-care@sunseaenergy.com](mailto:customer-care@sunseaenergy.com); provided, however, that you shall remain obligated to pay for all electricity 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 electricity utility switches your service back to the utility or to another energy service company (ESCO).

### 2. PRICE AND BILLING.

The price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries) related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Sunsea Energy's costs, expenses and margins.

The Variable Rate Agreement price varies from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or on real time basis, any supply and other prevailing market conditions. The initial price for Variable Rate Service is set forth above.

You will remain a customer of your LDC and they will continue to handle your monthly billing. If you are tax exempt, you must furnish SunSea Energy with an exemption certificate before service begins.

SunSea Energy will have the option, on notice to you, to adjust the Billing Quantity for fuel and line loss retained by your utility and interstate transporters from the Purchase Quantities. Customer is responsible for paying all applicable taxes and fees. You are 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 SunSea Energy. SunSea Energy 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 SunSea Energy 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 NYISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by SunSea Energy to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which SunSea Energy, 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 SunSea Energy, 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 SunSea Energy a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by SunSea Energy 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, SunSea Energy may, after providing you with 15 days' written notice, terminate this Agreement. In addition, failure to make full payment of SunSea Energy 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 New York Public Service Commission ("Commission").

**7. Information Release Authorization.** Customer authorizes SunSea Energy, LLC to obtain and review information regarding Customer's credit history from credit reporting agencies and the following Rev. 3.13.2020 Page 3 of 5 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 PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by SunSea Energy, 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 SunSea Energy, 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 SunSea Energy or by calling SunSea Energy, LLC at (844) 277-7517. SunSea Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

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

**9. CONSUMER PROTECTIONS AND DISPUTE RESOLUTION.** The services provided by SunSea Energy to customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. SunSea Energy will attempt in good faith to resolve any dispute arising under this Agreement. You can contact SunSea Energy by telephone at (844) 277-7517, email at [customercare@sunseaenergy.com](mailto:customercare@sunseaenergy.com), or mail at SunSea Energy, LLC, 1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003, with any questions or disputes regarding SunSea Energy'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 Department of Public Service ("DPS"). The DPS will not resolve non-residential disputes; however, the DPS 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 electricity in New York State. You may reach the DPS by phone at (800) 342-3377, by mail at New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through the DPS website at: [www.dps.ny.gov](http://www.dps.ny.gov). If you have a dispute with SunSea Energy 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. You may also request information from the DPS at the contact information above or by calling the Commission's ESCO Hotline at (888) 697-7728.

**10. LIMITATION OF LIABILITY. NEITHER CUSTOMER NOR SUNSEA ENERGY 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 SunSea Energy 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 electric 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. SUNSEA ENERGY 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 NEW YORK 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, SunSea Energy 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. A fixed rate may be modified due to a subsequent change in law.

**14. MISCELLANEOUS.** You may not assign this Agreement without SunSea Energy'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 SunSea Energy with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. SunSea Energy 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 Service Commission's rules and procedures, if any, governing such transactions.

**15. 100% RENEWABLE ENERGY PROGRAM.** Your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators; or by making Alternative Compliance Payments to NYSERDA.

**16. 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: National Grid (NYC) (718) 643-4050; National Grid (Long Island) (800) 490-0045; National Grid (Upstate) (800) 892-2345; Con Edison (800) 752-6633; Orange & Rockland (800) 533-5325; Central Hudson Gas: (800) 942-8274, Electric: (845) 452-2700 or (800) 527-2714; National Fuel (800) 444-3130; NYSEG Gas: (800) 572-1121, Electricity: (800) 572-1131; RG&E Gas: (800) 743-1702, Electricity: (800) 743-1701. You may also call SunSea (844) 277-7517.

## **New York State Public Service Commission**

### **Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - o price and all variable charges or fees;
  - o length of the agreement;
  - o terms for renewal of the agreement;
  - o cancellation process and any early termination fees, which are limited by law; and
  - o conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)