



**SUNSEA ENERGY DC, LLC.  
 RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC SERVICE AGREEMENT**

**Customer Information**

<b>Account Type:</b>	
<b>Account Name:</b>	
<b>Contact Name:</b>	
<b>Contact Email:</b>	
<b>Utility:</b>	
<b>Utility Account Number:</b>	
<b>Service/Meter Address:</b>	
<b>Billing Address:</b>	

You, the Buyer and Customer, agree to purchase electricity from SunSea Energy DC, LLC (referred to as "SunSea Energy," "Company," or "We") required to serve each of the accounts listed above ("Purchase Quantities") at a variable price, as described below, herewith. This Service Agreement is sometimes referred to herein as the "Agreement."

You, the Buyer or Customer, certify that:

- You understand that any sales representative with whom you have spoken represents SunSea Energy DC, LLC and not your utility and is not affiliated with your utility.
- You are the customer of record or the spouse of the customer of record.
- You understand that your utility will continue to deliver your electric and send you your electric bills.
- You have received a copy of this Agreement.
- **Door-to-door Sales:** You have received a copy of the "Notice of Cancellation" that is part of this Agreement.

You, the Buyer or Customer, agree to the terms and conditions of this Agreement.

You hereby authorize SunSea Energy DC, LLC to initiate service to the above accounts, 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; public assistance status; status as to whether you have a medical emergency, whether you are a human needs customer, elderly, blind or disabled, eligibility for economic development or other incentives, and other required information (collectively, "Customer Information"). Customer Information will be used by SunSea Energy to determine whether it will commence and/or continue to provide your electricity service. SunSea Energy reserves the right to refuse to provide electricity under this Agreement if SunSea Energy is unable to obtain Customer Information or SunSea Energy obtains Customer Information that is unsatisfactory. SunSea Energy will not provide or sell such information to any other party without your written consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement.

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.

**FOR DOOR-TO-DOOR SALES: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME WITHIN THREE BUSINESS DAYS OF YOUR SIGNING THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM.**



**District of Columbia Residential and Small Commercial  
Electric Service Agreement Terms of Service  
DC License # EA 2019-22**

This is an agreement for electric generation service between SunSea Energy DC, LLC (“SunSea Energy”, “Company”, or “we”) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. This Agreement including the Contract Summary describes your agreement with respect to your purchase of electric generation service from SunSea Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. SunSea Energy is licensed by the District of Columbia Public Service Commission to offer and supply electric generation services in the District of Columbia. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions**

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating, or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity
- Public Service Commission (PSC) – The District of Columbia Public Service Commission.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

**Right of Rescission – The customer has the right to rescind this Agreement within three (3) business days of your signing (if executed in person), or from your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first, by contacting SunSea Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The customer is liable for all SunSea Energy charges until the Customer returns to the Utility or another supplier.**

**1. Basic Service Prices.** Your rate plan will be as specified in this Agreement.

*Variable Rate Plan:* The rate per kWh may be adjusted monthly to reflect market conditions, including market pricing of commodity, transportation, profit, and other market price factors. Service continues on a month to month basis and may be cancelled by the Customer at any time without penalty. 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. You are also responsible for paying all applicable taxes and fees.

The rate/price you pay SunSea Energy DC as stated in cents per kilowatt-hour (kWh) includes generation, transmission, capacity, and renewable energy credits in the Independent System Operator’s (or equivalent’s) market; for services provided under this Agreement. Your price does not include applicable District of Columbia sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on LDU’s bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. SunSea Energy’s rates are not regulated by the PSC. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide SunSea Energy with the necessary certificates and other documentation to qualify for such status before service beings.

**2. Billing.** Your LDU will continue to issue a monthly bill and the bill will include both SunSea Energy’s charges and the LDU’s delivery charges, and any other charges incurred in accordance with this Agreement. Your LDU may provide SunSea Energy your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated Energy meter readings. SunSea Energy will use the same meter reading information from the LDU to derive your

Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the LDU's tariff. SunSea Energy does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous electric supplier.

**3. Length of Agreement (Term).** The Term of this Agreement is as specified on your Contract Summary. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in this Agreement on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. For Variable Price service, this Agreement shall remain in effect until you notify SunSea Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date, or until Sunsea Energy notifies you of its intent to cancel at least 30 days prior to the service end date and until such time as the LDU completes the termination in accordance with its rules.

**4. Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Agreement or Terms of Service.**

Variable Rate Service Agreements are not subject to a fee for early termination. Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. SunSea Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

**5. Cancellation Provisions.** You may cancel this Agreement without any penalty any time before midnight of the third business day of signing (if executed in person) or from your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first. After such third business day, you may cancel this Agreement at any time by calling SunSea Energy at 1-844-277-7517, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date SunSea Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason SunSea Energy is no longer able to economically continue this Agreement, SunSea Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of SunSea Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to SunSea Energy is or becomes untrue. Prior to cancellation of this Agreement, SunSea Energy will mail one (1) written notice forty-five (45) days prior to its intent to cancel, the customer service address listed in this Agreement. Upon early termination of this Agreement by SunSea Energy, your available remedies will be limited as provided in the provisions of this Agreement and Terms of Service. If this Agreement is canceled, expires, or otherwise terminated, you will receive a final bill rendered within twenty (20) 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 true-up subsequent to the final meter reading; with uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric power. If SunSea Energy cancels this agreement for any reason other than non-payment you will be mailed one (1) notice forty-five (45) days prior to your service being returned to the LDU.

**6. Agreement Expiration/Renewal/Change in Terms.** If we propose to change our terms of service, we will send you (1) written notice 45 days before either the expiration date or the effective date of the changes. We will explain your options and any renewal terms in this advanced notice, including your right to cancel this Agreement without penalty. SunSea Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. After notifying you of an approaching expiration or change, we will follow your instructions. If you do not respond to the notice, SunSea Energy may implement the changes described to your account.

**7. Information Release and Authorization.** By accepting this contract, you authorize SunSea Energy to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address,

telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this agreement are included on your Utility bill or other billing and payment information from the Utility. You authorize SunSea Energy to release that information to third parties who need to use or be aware of such information in connection with your electric generation service, as well as to its affiliates and subcontractors for marketing purposes. SunSea Energy will not provide or sell such information to any other party without your written consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. You may rescind these authorizations at any time by either calling SunSea Energy at 1-844-277-7517 or providing written notice to SunSea Energy. SunSea Energy reserves the right to reject enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by SunSea Energy, or if you fail to meet minimum or maximum threshold electricity consumption levels as determined by SunSea Energy. If you fail to remit payment in a timely fashion, SunSea Energy may report the delinquency to a credit reporting agency.

**8. Dispute Procedures.** If you have any questions or disputes regarding SunSea Energy's services, contact SunSea Energy's customer service at 844.277.7517. You may contact the Public Service Commission (PCS) if you are not satisfied after discussing your concerns with us. PCS contact information is provided at the bottom of this Agreement for your convenience.

**9. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity or natural gas after receipt at the delivery point or points. SUNSEA ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**10. Miscellaneous.**

(a) If SunSea Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of SunSea Energy that adversely affects, interrupts, or precludes its performance. Force Majeure events may include, and are not limited to, fire, acts of God or public enemy, government restraint or order, extraordinary weather, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate electric or gas transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, LDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure. A Force Majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

(b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. SunSea Energy and you will be bound by the measurement from the meters owned, installed, maintained, and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the District of Columbia, without regard to principles of conflicts of law.

(d) These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and SunSea Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and SunSea Energy concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without SunSea Energy's prior written consent. SunSea Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) SunSea

Energy's electricity natural gas supplier, or such supplier's designee, (ii) an affiliate of SunSea Energy or to any other person succeeding to all or substantially all of SunSea Energy's assets, or (iii) in connection with any financing or other financial arrangement.

**(f)** Any failure by SunSea Energy to enforce any term or condition of your electricity service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

**(g)** Severability: should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

**(h)** The provisions of this Agreement concerning payment, limitation of liability, waivers, and will survive the termination or expiration of this Agreement.

## **11. Energy Products**

**Renewable Energy Products** – 100% of the electricity provided to you will be matched with nationally sourced Renewable Energy Certificates (RECs).

**12. Contact Information.** In the event of an after-hours emergency, you can contact SunSea Energy to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

**SunSea Energy DC, LLC**  
**1930 Marlton Pike East, Suite N73**  
**Cherry Hill, NJ 08003**  
**1-844-277-7517**  
**DC License # EA 2019-22**  
**www.sunseaenergy.com**  
**om**  
**Hours of Operation: M-F 9:00 a.m. to 5:00 p.m**

Local Distribution Utility

Potomac Electric Power Company (PEPCO) Customer Service  
701 Ninth Street NW  
Washington, DC 20068  
10202.833.7500  
www.pepco.com

Public Service Commission:

District of Columbia Public Service Commission  
1333 H Street, NW  
Suite 200, West Tower  
Washington DC 20005  
1.202.626.5100  
www.dcpsc.org

Office of People's Counsel:

Office of the People's Counsel  
1133 15<sup>th</sup> Street N.W.  
Suite 500  
Washington DC 20005  
1.202.727.3071  
www.opc-dc.gov



## District of Columbia Electricity Contract Summary

Supplier Information	<p>DC License # EA_2019-22  <b>SunSea Energy DC, LLC</b>          1930 Marlton Pike East, Suite N73, Cherry Hill NJ, 08003          1-844-277-7517   Email: <a href="mailto:customer@sunseaenergy.com">customer@sunseaenergy.com</a>          Website: <a href="http://www.sunseaenergy.com">www.sunseaenergy.com</a></p>
Price Structure	Variable
Supply Price	Initial Month to Month Variable Rate starts at <b>PRICE \$&lt;price&gt; per kWh</b>
Statement Regarding Savings	The supply price does not guarantee savings.
Incentives	100% of the electricity provided to you will be matched with nationally sourced Renewable Energy Certificates (RECs).
Contract Start Date	Contract will begin on the next applicable meter read date after the enrollment request is accepted by your Local Utility.
Contract Term/Length	The initial term of this Agreement commences as of a date determined by your utility.
Cancellation/Early Termination Fees	There is no early termination fee for Variable Rate Service Agreements.
Renewal Terms	For <u>Variable Rate</u> service, this Agreement will continue in full force and effect on a month-to-month basis unless either party elects not to renew by giving the other party at least 30 days' advance notice.

**For additional information, please refer to your Terms and Conditions.  
 Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**



**Notice of Cancellation**

<Sale Date>  
Date of Transaction

<Mail Date>  
Date

You may cancel this transaction, without any penalty or obligation, within three 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.

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:

**SunSea Energy DC, LLC**  
1930 Marlton Pike East Suite N73, Cherry Hill, NJ 08003  
Toll free: 1-844-277-7517 | Fax: 215-790-6224  
Email: [customercare@sunseaenergy.com](mailto:customercare@sunseaenergy.com)  
[www.sunseaenergy.com](http://www.sunseaenergy.com)

not later than <Sale Date> +3 business days  
(end of rescission)

I hereby cancel this transaction. Account: \_\_\_\_\_

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Buyer's signature)

\_\_\_\_\_  
(Print Name)