

PART 6

FORM OF STANDARD CUSTOMER ELECTRICITY SALES AGREEMENT

- A. STANDARD RESIDENTIAL CUSTOMER ELECTRICITY
SALES AGREEMENT**

- B. STANDARD NONRESIDENTIAL CUSTOMER ELECTRICITY
SALES AGREEMENT**

PART 6A

STANDARD RESIDENTIAL CUSTOMER ELECTRICITY SALES AGREEMENT (WRITTEN) ENERGY SERVICE COMPANY (ESCO)

Section I provides the requirements for written customer agreements, Section II provides the requirements for electronic agreements, and Section III provides the requirements for verbal agreements. Nonresidential customers have different requirements for the customer agreement which are set forth in Part 6B.

I. FORM OF STANDARD WRITTEN RESIDENTIAL CUSTOMER ELECTRICITY SALES AGREEMENT FOR ESCOs

The following provides the required form, including guidelines for provisions that may vary between ESCOs, for the agreement between an ESCO and a residential customer. This document uses the following convention:

- Material in regular type must appear in the standard residential customer agreement.
- Material in italics provides guidelines and requirements for inclusion in the customer agreement.

(ESCO Name and License Number)

(ESCO Business Address)

(ESCO Telephone Number)

**LONG ISLAND CHOICE PROGRAM
STANDARD RESIDENTIAL CUSTOMER
ELECTRICITY SALES AGREEMENT (WRITTEN)
ENERGY SERVICE COMPANY (ESCO)**

CUSTOMER INFORMATION

Customer Name: _____

(as specified on the LIPA account)

Service Address(es):

LIPA Account Number(s):

Billing Address:

Telephone Number:

Tax exempt or special tax status: Yes/ No

(must provide appropriate documentation to (ESCO's d/b/a Name))

AGREEMENT TO PURCHASE ELECTRICITY

By signing and returning this form to *(ESCO's d/b/a Name)* by *(date)*, I accept *(ESCO's d/b/a Name)* offer to sell, and I agree to purchase electricity for the above listed account(s) from *(ESCO's d/b/a Name)* at a price per kilowatt hour (kWh) of _____ (price does not include taxes) for the period beginning *(start month & year)* until the contract is canceled by me or *(ESCO's d/b/a name)* under the termination provisions in sections 5 and 6 of this Agreement. This Agreement is subject to my enrollment in the Long Island Choice Program being accepted by LIPA and beginning no later than *(month & year)*. I hereby authorize *(ESCO's d/b/a Name)* to enroll me in this program.

Subject to the foregoing conditions, your signature on this Agreement binds you to receive and purchase from *(ESCO's d/b/a Name)* and *(ESCO's d/b/a Name)* to provide and sell to you electricity in accordance with the General Terms and Conditions set forth on the reverse side of this page, which is a part of this Agreement. In this Agreement the customer is referred to as "I" or "you" or "your" or "customer" and *(ESCO's d/b/a Name)* is referred to as "*(ESCO's d/b/a Name)*" or "we" or "our" or "us."

Customer Signature: _____

Date: _____

You may cancel this Agreement any time during the 5 calendar days following your date of signature, by calling *(ESCO's d/b/a Name at ESCO's toll-free number)*. *(ESCO's d/b/a Name)* will provide a copy of this Agreement for your records at the time it is given to you for your signature. A copy of the Agreement signed by you and *(ESCO d/b/a Name)* will be given to you within 15 calendar days after receipt of the Agreement with your signature.

STANDARD RESIDENTIAL CUSTOMER
ELECTRICITY SALES AGREEMENT (WRITTEN)
GENERAL TERMS AND CONDITIONS
ENERGY SERVICE COMPANY (ESCO)

1. **SCOPE** These terms and conditions shall apply to the purchase by you and sale by us of electricity as specified herein for the term.
2. **(ESCO's d/b/a Name) AS CUSTOMER'S AGENT** - The customer designates *(ESCO's d/b/a Name)* as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to LIPA's system.
3. **BILLING AND PAYMENT** Payment is due within *(number of days)* from the date on the invoice. Late payments or partial payment balances will be subject to a *(specify late payment fee if any)* per month late fee. Your bill will be based on scheduled meter readings and/or estimates provided by LIPA. *(Include any collection fees or other billing and payment related charges here. The ESCO shall specify any customer deposit requirements, including the period for which any deposit is required and the interest rate, if any, the ESCO will pay on customer deposits.)*
4. **TITLE AND TAXES** Under this agreement, title to the electricity shall pass from us to you prior to delivery to LIPA. Our price includes transportation to LIPA but does not include taxes. You shall be responsible for, and shall reimburse *(ESCO's d/b/a Name)* for, any transfer, sales or other taxes and related charges, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates.
5. **TERMINATION OF AGREEMENT BY CUSTOMER** You may terminate or cancel this Agreement for any reason effective at the end of any calendar month, if you give the *(ESCO d/b/a Name)* at least 10 calendar days advance notice. *An ESCO may not charge the customer a fee for termination or cancellation.*
6. **TERMINATION BY (ESCO'S D/B/A NAME)** *The ESCO shall itemize and fully explain all terms and conditions regarding termination or cancellation of this Agreement. The applicable provisions of this Agreement shall continue in effect after termination or cancellation of this Agreement to the extent necessary to provide for final billing, billing adjustments, payments, disposition of any outstanding claims and related matters.*
7. **AGREEMENT EXPIRATION, RENEWAL AND AMENDMENT** *The ESCO shall list and explain the specific terms and conditions associated with Agreement expiration and renewal. To change the terms and conditions of the Agreement, the customer must be notified of any proposed changes in any bills the customer receives during the three months before the proposed new terms and conditions would become effective. At least 60 days prior to the date when the new terms and conditions would become effective, the ESCO must provide the new terms and conditions to the customer and clearly inform the customer in a notice that the customer may terminate the existing Agreement before the new terms and conditions become effective.*
8. **ASSIGNMENT OF AGREEMENT** You may not assign or transfer your rights or obligations under this Agreement. *(ESCO's d/b/a Name)* may assign or transfer its rights or obligations under this Agreement only to another ESCO licensed by the Long Island Power Authority and after first informing you in writing of such transfer or assignment. The new ESCO must assume all rights and obligations under the terms and conditions of this Agreement.
9. **GENERAL PROVISIONS** This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. *(Include other general terms and provisions of the contract including any low income provisions, a statement advising customers that you must receive customer authorization to request historic usage information, an explanation of how confidentiality of customer information (billing history or any other customer information provided to the ESCO by either LIPA or the customer) will be handled, a statement describing your practice about contacting credit rating agencies for information about the customer, and a statement that electric service may only be shut off by LIPA.)*
10. **CUSTOMER COMPLAINTS** If you have a question or complaint regarding the *(ESCO's d/b/a Name)* terms and conditions of service, a bill issued by the *ESCO's d/b/a Name*, or any other dispute regarding this Agreement, you should contact the *ESCO's d/b/a Name* by calling this toll-free number, *(ESCO's customer service number)* and attempt to resolve any issues with the *(ESCO's d/b/a Name)* representative. *(Provide a descriptions of your dispute resolution process here)*

If you believe that *ESCO d/b/a Name* has engaged in any unfair or unethical business practices, please call the Long Island Power Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

II. FORM OF STANDARD ELECTRONIC RESIDENTIAL CUSTOMER ELECTRICITY SALES AGREEMENT FOR ESCOs

ESCOs that enter into agreements with Eligible Customers through electronic means must send the customer a written listing of all terms and conditions by first class mail (or by e-mail if requested by the customer) within one business day of entering into the agreement.

ESCOs must make standard contract language easily available to Eligible Customers on the ESCO's website at the time of entering into electronic contracts. The following provides the required form, including guidelines for provisions that may vary between ESCOs, for the electronic agreement between an ESCO and a residential customer. The document uses the following convention:

- Material in regular type must appear in substantially the same form in the standard electronic agreement.
- Material in italics provides guidelines and requirements for inclusion in the customer agreement and includes information that the ESCO must receive from the customer as part of entering into an agreement. The layout of information in italics is left to the discretion of the ESCO.

(ESCO Name and License Number)

(ESCO Business Address)

(ESCO Telephone Number)

**LONG ISLAND CHOICE PROGRAM
STANDARD RESIDENTIAL CUSTOMER
ELECTRICITY SALES AGREEMENT (ELECTRONIC)
ENERGY SERVICE COMPANY (ESCO)**

CUSTOMER INFORMATION

Customer Name: _____

(as specified on the LIPA Account)

Service Address(es):	LIPA Account Number(s):
_____	_____
_____	_____
_____	_____

Billing Address: _____

Telephone Number: _____

I Accept ***the***
Offer

Tax exempt or special tax status: Yes/ No
(must provide appropriate documentation to (ESCO's d/b/a Name))

Email Address: _____

AGREEMENT TO PURCHASE ELECTRICITY

By electronically accepting this offer to purchase electricity, I accept *(ESCO's d/b/a Name)* offer to sell, and I agree to purchase electricity for *the above listed account(s)* from *(ESCO's d/b/a Name)* at a price per kilowatt hour (kWh) of _____ (price does not include taxes) for the period beginning *(start month & year)* until the contract is canceled by me or *(ESCO's d/b/a name)* under the termination provisions in sections 5 and 6 of this Agreement. This Agreement is subject to my enrollment in the Long Island Choice Program being accepted by LIPA and beginning no later than *(month & year)*. I hereby authorize *(ESCO's d/b/a Name)* to enroll me in this program.

Subject to the foregoing conditions, electronic response to this Agreement binds you to receive and purchase from *(ESCO's d/b/a Name)* and *(ESCO's d/b/a Name)* to provide and sell to you electricity in accordance with the General Terms and Conditions set forth in this Agreement. In this Agreement the customer is referred to as "I" or "you" or "your" or "customer" and *(ESCO's d/b/a Name)* is referred to as "*(ESCO's d/b/a Name)*" or "we" or "our" or "us."

(ESCO's d/b/a Name) will send a copy of this Agreement for your records within one business day of your electronic acceptance. You may cancel this Agreement any time during the 5 calendar days following your receipt of this Agreement's Terms and Conditions in writing, by calling *(ESCO's d/b/a Name)* at ESCO's toll-free number.

STANDARD RESIDENTIAL CUSTOMER
ELECTRICITY SALES AGREEMENT (ELECTRONIC)
GENERAL TERMS AND CONDITIONS
ENERGY SERVICE COMPANY (ESCO)

1. **SCOPE** These terms and conditions shall apply to the purchase by you and sale by us of electricity as specified herein for the term.
2. **(ESCO's d/b/a Name) AS CUSTOMER'S AGENT** - The customer designates *(ESCO's d/b/a Name)* as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to LIPA's system.
3. **BILLING AND PAYMENT** Payment is due within *(number of days)* from the date on the invoice. Late payments or partial payment balances will be subject to a *(specify late payment fee if any)* per month late fee. Your bill will be based on scheduled meter readings and/or estimates provided by LIPA. *(Include any collection fees or other billing and payment related charges here. The ESCO shall specify any customer deposit requirements, including the period for which any deposit is required and the interest rate, if any, the ESCO will pay on customer deposits.)*
4. **TITLE AND TAXES** Under this Agreement, title to the electricity shall pass from us to you prior to delivery to LIPA. Our price includes transportation to LIPA but does not include taxes. You shall be responsible for, and shall reimburse (ESCO's d/b/a Name) for, any transfer, sales or other taxes and related charges, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates.
5. **TERMINATION OF AGREEMENT BY CUSTOMER** You may terminate or cancel this Agreement for any reason effective at the end of any calendar month, if you give the *(ESCO d/b/a Name)* at least 10 calendar days advance notice. *An ESCO may not charge the customer a fee for termination or cancellation.*
6. **TERMINATION BY (ESCO'S D/B/A NAME)** *The ESCO shall itemize and fully explain all terms and conditions regarding termination or cancellation of this Agreement. The applicable provisions of this Agreement shall continue in effect after termination or cancellation of this Agreement to the extent necessary to provide for final billing, billing adjustments, payments, disposition of any outstanding claims and related matters.*
7. **AGREEMENT EXPIRATION, RENEWAL AND AMENDMENT** *The ESCO shall list and explain the specific terms and conditions associated with Agreement expiration and renewal. To change the terms and conditions of the Agreement, the customer must be notified of any proposed changes in any bills the customer receives during the three months before the proposed new terms and conditions would become effective. At least 60 days prior to the date when the new terms and conditions would become effective, the ESCO must provide the new terms and conditions to the customer and clearly inform the customer in a notice that the customer may terminate the existing Agreement before the new terms and conditions become effective.*
8. **ASSIGNMENT OF AGREEMENT** You may not assign or transfer your rights or obligations under this Agreement. *(ESCO's d/b/a Name)* may assign or transfer its rights or obligations under this Agreement only to another ESCO licensed by the Long Island Power Authority and after first informing you in writing of such transfer or assignment. The new ESCO must assume all rights and obligations under the terms and conditions of this Agreement.
9. **GENERAL PROVISIONS** This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. *(Include other general terms and provisions of the contract including any low income provisions, a statement advising customers that you must receive customer authorization to request historic usage information, an explanation of how confidentiality of customer information (billing history or any other customer information provided to the ESCO by either LIPA or the customer) will be handled, a statement describing your practice about contacting credit rating agencies for information about the customer, and a statement that electric service may only be shut off by LIPA.)*
10. **CUSTOMER COMPLAINTS** If you have a question or complaint regarding the *(ESCO's d/b/a Name)* terms and conditions of service, a bill issued by the *ESCO's d/b/a Name*, or any other dispute regarding this Agreement, you should contact the *ESCO's d/b/a Name* by calling this toll-free number, *(ESCO's customer service number)* and attempt to resolve any issues with the *(ESCO's d/b/a Name)* representative. *(Provide a descriptions of your dispute resolution process here)*

If you believe that *ESCO d/b/a Name* has engaged in any unfair or unethical business practices, please call the Long Island Power Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

III. FORM OF STANDARD VERBAL RESIDENTIAL CUSTOMER ELECTRICITY SALES AGREEMENT FOR ESCOs

ESCOs that enter into verbal agreements with Eligible Customers must provide the customer a written listing of all terms and conditions by first class mail (or by e-mail if requested by the customer) within one business day of entering into the agreement.

ESCOs must read to Eligible Customers a standard verbal agreement prior to verification of the agreement by an independent third party. ESCOs must tape and retain the standard verbal agreement, the customer's acceptance of the standard verbal agreement, the independent verification questions and the customer's responses to the questions. Customers must be notified prior to the recording of any conversations. The following provides the required form, including guidelines for provisions that may vary among ESCOs, for the standard verbal agreement between an ESCO and a residential customer. This document uses the following convention:

- Material in regular type must be read to the customer.
- Material in italics provides guidelines and requirements for inclusion in the standard verbal customer agreement and includes information that the ESCO must receive from the customer as part of the standard verbal agreement.
- Customers must respond affirmatively to this standard verbal agreement and this verbal agreement must subsequently be verified by an independent third party as provided for in Attachment H of the LI Choice Operating Procedures.

ESCO must explain the terms and conditions of the Agreement and verify the following information from the Eligible Customer:

CUSTOMER INFORMATION

Customer Name: _____
(as specified on the LIPA Account)

Service Address(es):	LIPA Account Number(s):
_____	_____
_____	_____
_____	_____

Billing Address: _____

Telephone Number: _____

Tax exempt or special tax status: _____
(must provide appropriate documentation to (ESCO d/b/a Name))

STANDARD VERBAL AGREEMENT TO PURCHASE ELECTRICITY

By verbally accepting this offer from (the ESCO d/b/a Name) to purchase electricity, you accept (the ESCO d/b/a Name) offer to sell, and customer's name agrees to purchase electricity for (state account number(s)) from (the ESCO d/b/a Name) at a price per kilowatt hour, not including taxes, of _____ for the period beginning (start month & year) until the Agreement is canceled by you or (the ESCO d/b/a Name). This Agreement is subject to your enrollment in the Long Island Choice Program being accepted by LIPA and beginning no later than (month & year). LIPA will still provide electric delivery services and bill you for those services. Do you hereby authorize (the ESCO d/b/a Name) to enroll your account(s) in this program?

(If customer responds affirmatively read the following provision)

You may cancel this Agreement any time during the 5 calendar days following your receipt of the Terms and Conditions of this Agreement in the mail, by calling (ESCO's d/b/a Name at ESCO's toll-free number).

(Explain to the customer that they will now be forwarded to an independent third party to verify this agreement)

The following is a listing of the terms and conditions for standard verbal residential customer electricity sales agreements. This listing of terms and conditions must be included, along with the text of the standard verbal agreement, as the written listing of terms and conditions that is mailed to the customer.

**STANDARD RESIDENTIAL CUSTOMER
ELECTRICITY SALES AGREEMENT (VERBAL)
GENERAL TERMS AND CONDITIONS
ENERGY SERVICE COMPANY (ESCO)**

1. **SCOPE** These terms and conditions shall apply to the purchase by you and sale by us of electricity as specified herein for the term.
2. **(ESCO's d/b/a Name) AS CUSTOMER'S AGENT** - The customer designates *(ESCO's d/b/a Name)* as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to LIPA's system.
3. **BILLING AND PAYMENT** Payment is due within *(number of days)* from the date on the invoice. Late payments or partial payment balances will be subject to a *(specify late payment fee if any)* per month late fee. Your bill will be based on scheduled meter readings and/or estimates provided by LIPA. *(Include any collection fees or other billing and payment related charges here. The ESCO shall specify any customer deposit requirements, including the period for which any deposit is required and the interest rate, if any, the ESCO will pay on customer deposits.)*
4. **TITLE AND TAXES** Under this Agreement, title to the electricity shall pass from us to you prior to delivery to LIPA. Our price includes transportation to LIPA but does not include taxes. You shall be responsible for, and shall reimburse *(ESCO's d/b/a Name)* for, any transfer, sales or other taxes and related charges, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates.
5. **TERMINATION OF AGREEMENT BY CUSTOMER** You may terminate or cancel this Agreement for any reason effective at the end of any calendar month, if you give the *(ESCO d/b/a Name)* at least 10 calendar days advance notice. *An ESCO may not charge the customer a fee for termination or cancellation.*
6. **TERMINATION BY (ESCO'S D/B/A NAME)** *The ESCO shall itemize and fully explain all terms and conditions regarding termination or cancellation of this Agreement. The applicable provisions of this Agreement shall continue in effect after termination or cancellation of this Agreement to the extent necessary to provide for final billing, billing adjustments, payments, disposition of any outstanding claims and related matters.*
7. **AGREEMENT EXPIRATION, RENEWAL AND AMENDMENT** *The ESCO shall list and explain the specific terms and conditions associated with Agreement expiration and renewal. To change the terms and conditions of the Agreement, the customer must be notified of any proposed changes in any bills the customer receives during the three months before the proposed new terms and conditions would become effective. At least 60 days prior to the date when the new terms and conditions would become effective, the ESCO must provide the new terms and conditions to the customer and clearly inform the customer in a notice that the customer may terminate the existing Agreement before the new terms and conditions become effective.*
8. **ASSIGNMENT OF AGREEMENT** You may not assign or transfer your rights or obligations under this Agreement. *(ESCO's d/b/a Name)* may assign or transfer its rights or obligations under this Agreement only to another ESCO licensed by the Long Island Power Authority and after first informing you in writing of such transfer or assignment. The new ESCO must assume all rights and obligations under the terms and conditions of this Agreement.
9. **GENERAL PROVISIONS** This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. *(Include other general terms and provisions of the contract including any low income provisions, a statement advising customers that you must receive customer authorization to request historic usage information, an explanation of how confidentiality of customer information (billing history or any other customer information provided to the ESCO by either LIPA or the customer) will be handled, a statement describing your practice about contacting credit rating agencies for information about the customer, and a statement that electric service may only be shut off by LIPA.)*
10. **CUSTOMER COMPLAINTS** If you have a question or complaint regarding the *(ESCO's d/b/a Name)* terms and conditions of service, a bill issued by the *ESCO's d/b/a Name*, or any other dispute regarding this Agreement, you should contact the *ESCO's d/b/a Name* by calling this toll-free number, *(ESCO's customer service number)* and attempt to resolve any issues with the *(ESCO's d/b/a Name)* representative. *(Provide a descriptions of your dispute resolution process here)*

If you believe that *ESCO d/b/a Name* has engaged in any unfair or unethical business practices, please call the Long Island Power Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

PART 6B

NONRESIDENTIAL CUSTOMER ELECTRICITY SALES AGREEMENT ENERGY SERVICE COMPANY (ESCO)

ESCOs participating in the Long Island Choice Program and enrolling nonresidential customers must abide by all of the rules and requirements of the Long Island Power Authority and its subsidiary, LIPA. All ESCOs must either have signed agreements with nonresidential customers that contain the following standard language or have valid electronic or taped verbal agreements that include this standard provision:

1. ***(ESCO's d/b/a Name) as Customer's Agent*** - The customer designates *(ESCO's d/b/a Name)* as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA's system. *ESCOs that enter into agreements with Eligible Customers through electronic or taped verbal means must send the customer a written listing of all terms and conditions by first class mail (or by e-mail if requested by the customer) within one business day of entering into the agreement. Verbal agreements must subsequently be verified and taped (both questions and answers must be recorded) by an independent third party as provided for in Attachment H of the LI Choice Operating Procedures.*