

Energy Sales Agreement – Firm Service



Seller:

Harborside Energy, LLC
 101 Hudson Street – Suite 2100
 Jersey City, NJ 07302
 Tel: 877-940-3835 Fax: 718-442-1445

Buyer:

Last 4 of SS# or DOB #: _____

Address:

E-mail _____

Contact:

Telephone: _____

	Service Address	POD ID Number (PSEG) Account Number (NJNG) Customer Number (JCPL)	Utility	Rate Class
1				
2				
3				

Term of Contract: **From:** _____ **To:** _____

Or the one-year period commencing with the month of initial sales

Circle one:

Contract Price: Fixed Rate \$ _____ **per kWh** **Variable Rate \$** _____ **per kWh.** **Date** _____

Contract Price: Fixed Rate \$ _____ **per Therm** **Variable Rate \$** _____ **per Therm** **Date** _____

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER.

BUYER agrees to purchase from SELLER at the above price, all of the energy requirements for the accounts listed above.

SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Harborside Energy, LLC
SELLER

For: _____
BUYER'S NAME

By: _____
SIGNATURE

By: _____
BUYER'S SIGNATURE

TITLE

TITLE

General Terms and Conditions

New Jersey License # GSL-0125, ESL-0133

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent month-to-month periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 30 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms. Residential customers may cancel this Agreement within fourteen (14) days of the signing this agreement by notifying SELLER, in writing, at 101 Hudson Street – Suite 2100, Jersey City, NJ 07302, or by telephone at 877-940-3835. In the event of death, disability or relocation, residential customers may cancel this Agreement with a 48 hour notice without penalty.

Payment: SELLER will bill BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 30 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: For residential customers, the services provided by SELLER are protected by the terms and conditions of this agreement and the all rights afforded to BUYER by the NJBPU's Division of Customer Assistance. You may obtain additional information by contacting SELLER at 877-940-3835 or by calling the Division of Customer Assistance at 1-800-624-0241 or through its website at <http://www.state.nj.us/bpu>. The NJBPU monitors complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New Jersey.

Title: BUYER and SELLER agree that title and risk of loss of the power sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Public Service Electric & Gas (800) 436-7734**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute. For residential customers, the dispute may be submitted by either party to the Division of Customer Assistance pursuant to its complaint handling procedures. For Non Residential customers, the NJBPU will not resolve their disputes. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New Jersey State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, 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 NJBPU rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.
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