

Customer Name:			Account Number:		
Business Name:			Utility/LDC: Eversource Energy (formerly CL&P) <input type="checkbox"/> United Illuminating <input type="checkbox"/>		
Address:			Service/Rate Class:		Name Key:
CITY	STATE	ZIP	Contract Service Dates	FROM:	TO:
Telephone #:			Service Reference #:		
Email:			Commercial Electric		

Customer Acknowledgment Form

1. I understand that Atlantic Energy does not represent my Local Distribution utility.	INITIAL
2. I understand that I am enrolling with Atlantic Energy for Electricity Supply for a term of 24 Months and if canceled prior to the completion of this term I will be responsible to pay an Product fee.	INITIAL

ATLANTIC MA LLC, CONNECTICUT CUSTOMER CONTRACT TERMS AND CONDITIONS

PRODUCT CHOSEN BY CUSTOMER:

Electric Fixed Rate \$.1399 per kWh during the Initial Term

HOW PRICE IS DETERMINED

All rates may be higher or lower than the monthly utility commodity rate. No Guaranteed Savings Offered.

All rates may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure.

See regulatory changes provision of the sales contracts.

The applicable taxes will be added to all the rates herein. See Pricing, Billing, and Termination section for more information.

LENGTH OF THE AGREEMENT AND END DATE

The Term shall be: 24 months from the first meter reading after the enrollment is deemed effective by the LDC. See Term section for more information.

INCENTIVES AND PROMOTIONS

Atlantic will provide customer with free LED light bulbs at the premises where service is provided. The type, number and placement of the LED lighting will be determined by Atlantic at its sole discretion based up on a review and examination of the relevant premises. After 6 months of continuous service from Atlantic Energy, customer will receive 1 Wi-fi Smart Camera. After 12 months of continuous service from Atlantic Energy, customer will receive 6 color changing mood lights and 6 energy efficient smart plugs.

AMOUNT OF EARLY TERMINATION FEE ("ETF") AND METHOD OF CALCULATION

You will receive two separate written notifications that precede the expiration date of the Initial Term. If Customer who has received free LED bulbs or other products from Atlantic terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic a product fee. The product fee is calculated as the sum value of the retail price listed for each product provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The product fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term, respectively.

LATE PAYMENT FEE - 1.5% per month on overdue balances

PROVISIONS FOR RENEWAL OF THE AGREEMENT

After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable rate methodology until terminated by either party. For more details see Term section and attached LED Lighting Program Addendum.

Atlantic MA LLC

By:

Title:

Date:

For: Customer

By:

Title:

Date:

ATLANTIC ENERGY MA, LLC CONNECTICUT TERMS AND CONDITIONS COMMERCIAL CUSTOMERS

Agreement to Sell and Purchase Energy. These Terms and Conditions, together with the attached Contract Summary, Enrollment Form, and Disclosure Label, form the Agreement between Atlantic Energy MA, LLC (“Atlantic”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Atlantic (the “Agreement”). Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Atlantic, necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic or the delivery schedule of the Local Distribution Company (the “LDC”). Atlantic is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Atlantic or the LDC’s delivery schedule. Customer’s LDC(s) will continue to deliver the electricity supplied by Atlantic.

Term. The Term is as set forth on the Customer Contract Summary. The Term shall commence as of the date of the first meter reading following when the change of Customer’s provider to Atlantic is deemed effective by the LDC, and shall continue for the period designated in the Customer Contract Summary. The Term for the initial period is referred to as the “Initial Term”. Unless otherwise agreed to, upon completion of an Initial Term this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the “Renewal Term”). Atlantic Energy will send written notice to you 30-60 days prior to the expiration of the Agreement. This notice will include a summary of any new or altered terms along with your renewal offer options. This Agreement will automatically renew at the new price and terms set forth in the Renewal Notice unless Customer notifies Atlantic energy otherwise; provided that, Customers that automatically continue on a fixed rate plan will have (7) business days of receiving the first bill after the automatic renewal to cancel without penalty or cancellation fee. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Atlantic may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

Right of Rescission. Customer has the right to cancel this Agreement without fees or penalties by contacting Atlantic by midnight of the third business day after receiving this Agreement. Pricing, Billing, and Termination. This is a fixed price agreement. The prices that you will pay per kWh for electricity generation supply during the Initial Term are set forth on your attached Contract Summary. The fixed price does not include applicable state and local sales tax that the customer is obligated to pay. Your ATLANTIC price may be higher or lower than your LDC’s price in any particular month. If there is a material adverse change in the business or financial condition of Customer (as determined by Atlantic at its discretion) 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, Atlantic may terminate this Agreement upon 15 days’ written notice to Customer. A customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer who has received free LED bulbs or other products from Atlantic terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic a product fee. The product fee is calculated as the sum value of the retail price listed for each product provided to customer as listed in the LIGHTING SPECIFICATION IDENTIFICATION form. The product fee will be prorated to 25%, 50% or 75% after expiration of 18, 12 or 6 months of Initial Term, respectively. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$30 fee will be charged for all returned payments.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program. By executing the enrollment forms and beginning enrollment with Atlantic, Customer acknowledges and consents to the assignment by Atlantic of this Agreement to another energy supplier, energy services company or other entity as authorized by the Connecticut PURA. If Atlantic assigns this Agreement to another supplier, all terms of the Agreement, including pricing terms, will remain in effect. If Atlantic assigns this Agreement to another supplier, Atlantic will provide you with a “Notice of Assignment” at least 45 days prior to the intended assignment.

Information Release Authorization. Customer authorizes Atlantic to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; 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. This information may be used by Atlantic 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 Atlantic. 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 Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement In the event Customer rescinds the authorization.

Customer Protections. The services provided by Atlantic to Customer are governed by the terms and conditions of this Agreement. Atlantic will provide at least 15 days’ notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Atlantic at 1.800.917.9133 or by writing to the Connecticut PURA at: Connecticut PURA, 10 Franklin Square, New Britain, Connecticut, 06051, Attn: Consumer Assistance and Information Unit; or visit the PURA’s website at www.ct.gov/pura.

Final Bill. Customer is liable for all Atlantic charges until Customer returns to the LDC or goes to another supplier. A final bill will be 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 trued up subsequent to the final meter reading.

Agency-Electric. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the Independent System Operator – New England (“ISO-NE”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer’s end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity 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 ISO-NE Atlantic load bus (located outside of the municipality where Customer resides). These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above.

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

Force Majeure. Atlantic will make commercially reasonable efforts to provide electricity hereunder but Atlantic does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Atlantic (“Force Majeure Events”) may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic 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 or electric facilities), or any other cause beyond Atlantic’s control.

Liability. The remedy in any claim or suit by Customer against Atlantic 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) and the additional remedies set forth in the attached LED Lighting Program Addendum. All other remedies at law or in equity are hereby waived. In no event will either Atlantic 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.

Atlantic Contact Information. Customer may contact Atlantic’s Customer Service Center at 1.800.917.9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Atlantic at: Atlantic, 4602 21st st, Suite 1884 Long Island City, New York, 11101

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Atlantic’s service, Customer should contact Atlantic’s Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF CONNECTICUT OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS’ FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

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

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

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 rate, Atlantic 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.

Emergency: The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC directly.

In the event of a power outage, electric meter problem or other service need, contact your Local Utility as listed below:

Local Utility	Customer Service	Emergency
Eversource Energy (formerly CL&P)	1-800-286-2000	1-800-286-2000
United Illuminating	1-800-722-5584	1-800-722-5584

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

LED Program: Customer has agreed as part of enrollment for commodity supply service with Atlantic to participate in the LED Lighting Program pursuant to the terms set forth in the LED Lighting Program Addendum annexed to this Agreement.

Additional Promotional Terms. After 6 months of continuous service from Atlantic Energy, customer will receive 1 Wi-fi Smart Camera. After 12 months of continuous service from Atlantic Energy, customer will receive 6 color changing mood lights and 6 energy efficient smart plugs.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.