

## Ohio Electric Choice Sales Agreement – Keep Safe for Your Records

**Service:** As a Competitive Retail Electric Service (“CRES”) Provider, Santanna Energy Services (“Santanna”) will supply electricity generation services as required by your Electric Distribution Utility (Utility), Duke Energy of Ohio (“DE”) based on your usage. DE shall then be responsible for transmitting, distributing, and delivering the electricity to you at Public Utilities Commission of Ohio (“PUCO”) approved tariff rates for transmission and distribution. DE will also continue to send you a monthly bill that will include Santanna’s charges. By accepting this offer from Santanna you acknowledge agreement to the terms and conditions.

**Definitions:** “**Competitive Retail Electric Service Provider**” or “**CRES**” provider means an entity that sells electric energy to retail customers in Ohio. “**Generation Service**” means the production of electricity. “**Generation Related Charges**” means those charges or costs associated with the production, procurement and supply of electricity. “**Distribution Service**” means the physical delivery of electricity to customers by DE. This “**Terms and Conditions**” together with your enrollment information constitute your agreement for electric generation service provided by Santanna.

**Eligibility:** This Agreement is for residential customers in the Duke Energy service territory. By entering into this Agreement, I represent and agree that the account(s) served by Santanna under this Agreement is (are) residential account(s) in the DE service territory, and is (are) not enrolled in the Percentage of Income Plan Program. Santanna reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of DE and customers are sometimes terminated from the program either in error or for being in arrears. In such instances, I understand I can contact DE to correct the problem and be reinstated in the program. I understand this agreement shall be binding upon and benefit the Parties hereto and their respective successors and assigns. Santanna reserves the right to assign this agreement upon written notification.

**Initial Term of Service:** I agree to an initial term of **12 months** starting after my next available meter read date, and after being accepted into the Electric Choice program. I understand that occasionally there may be delays in the enrollment process under this agreement and I will not hold Santanna responsible for such delays. My price for the initial term will be a fixed rate of **\$0.0609 per kWh**. After the initial term, my Agreement with Santanna will automatically renew on a month to month basis on Santanna’s Competitive Market Price Program. I may contact Santanna at any time to sign up in a fixed price program. I understand my price for both the initial and renewal term includes generation and transmission charges, but does not include pass through charges for DE service (generally, delivery charges and other utility service fees), a **\$0.00 monthly administrative fee**, or state and local taxes, and I acknowledge responsibility for the full payment of these charges on my DE utility bill. I understand that if pass-through charges from the Utility increase, if new charges are approved by a governmental agency, or if existing tariff charges are administered differently, causing charges from the Utility to increase, that my price will increase accordingly.

**Renewal:** **After my initial term, this agreement will automatically renew for successive month to month terms with no cancellation fee. The renewal is automatic and does not require my affirmative consent although there may be a change to the price or terms and conditions in the agreement.** While taking service on a month-to-month basis (the “Renewal Period”), Santanna will charge me for all electricity billed by DE at variable price per kWh, based upon generally prevailing market and business conditions for electricity in the PJM market at the Duke Energy load zone or equivalent for the applicable period. I may obtain monthly variable prices by visiting Santanna’s website at: <http://www.santannaenergyservices.com>.

**Billing:** For my convenience I will continue to receive only one bill from DE that will include DE’s charges and Santanna’s charges for Generation, and Generation Related Services for the amount of electricity I used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by DE. I hereby agree to pay my bill in accordance with DE’s billing and payment terms. My payment in full will be due to DE by the date specified in the bill. If I fail to pay this bill on time, I understand I could be subject to interest and late charges imposed by DE. Further, failure to pay my electric bill charges may result in my electric service being disconnected in accordance with my Utility tariff guidelines. I understand that DE may offer budget or other payment plans for my account, but that Santanna does not. If I have billing questions I can call Santanna’s toll free customer service number at 800-764-4427 or DE at 1-800-544-6900. I understand Santanna’s right to terminate this agreement with 14 days written notice for customer non-payment. I understand my right to request twice within a twelve (12) month period, up to twenty-four (24) months of my payment history for services rendered by Santanna at no charge.

**Rescission Period:** You may rescind your enrollment without penalty within seven (7) calendar days following the postmark date on the electric utility’s confirmation notice. To do this, you may contact Santanna at 800.764.4427, or your Utility Company’s customer service. (DEO 800-544-6900)

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**Cancellation:** You may terminate this agreement without any cancellation fee or penalty within seven calendar days following the postmark date on the electric utility's confirmation notice. If you decide to cancel after the seven (7) calendar days following the postmark date on the electric utility's confirmation notice and before the end of the initial term of this contract, an early termination fee of \$100.00 will be charged. It may take your utility additional time to complete the cancellation process, as required under program rules. You are responsible for all charges through the date cancellation is finalized by your utility company.

**Moving/Termination:** I understand that this Agreement will automatically terminate without penalty if (i) I relocate outside of DE service territory or (ii) if I move to a service location that is not served by DE or (iii) if I relocate inside the Utility's service territory and the Utility does not have contract portability. I agree that if I relocate within the Utility's service territory and do not exercise my right to cancel, this Agreement may continue for service at my new location, and if applicable agree to provide Santanna with my new account number and meter number(s) in order to transfer this contract to my new location. If Santanna does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.

**Environmental Disclosure:** Please visit our website for the environmental disclosure information at:

<http://www.santannaenergyservices.com/knowledge-center/environmental-disclosures/>.

**Agency:** I hereby authorize Santanna to obtain information from my local Utility provider that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Santanna reserves the right to determine if my credit standing is satisfactory before accepting my enrollment request. I understand that Santanna is prohibited from disclosing my social security number and/or account number(s) without my affirmative written consent other than for uses of Santanna's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

**Questions, Complaints and Concerns:** For any questions or concerns, I can contact Santanna Customer Service by phone weekdays from 7:00 a.m. to 8:00 p.m. CST, and 9:00 a.m. to 3:00 p.m. CST on Saturdays at: 1-800-764-4427, by fax at: 1-800-877-0673, in writing to: 300 E Business Way, Suite 200, Cincinnati, OH 45241, or through their web site at: [www.SantannaEnergyServices.com](http://www.SantannaEnergyServices.com). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the phone number listed on my bill. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**Force Majeure:** Certain causes and events out of the control of Santanna Energy Services (called Force Majeure Events) may result in interruptions in service and affect the price of supplying electricity. Santanna will not be liable for the results of any such interruptions or price changes caused by Force Majeure Events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Santanna's control.

I have read and agree to the terms and conditions of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this agreement. After 7 calendar days following the postmark date on the electric utility's confirmation notice, if you cancel before the end of the initial term of this contract, an early termination fee of \$100.00 will be charged. I agree to buy my electricity generation and generation related services from Santanna Energy Services. This Agreement is with a Competitive Retail Electric Service Provider, **NOT** my Electric Distribution Utility. You will be supplied with Electricity whether or not you sign this Agreement.

Your enrollment is subject to approval by Santanna Energy Services.