



New Jersey Energy

P.O. Box 758
Elizabeth, New Jersey 07207
Tel No. 1-800-840-8241
www.newjerseyenergy.com

TPS License #: GSL-0133

**Third Party Supplier ("TPS")
NJ Natural Gas Supply Agreement and Authorization**

Account Name: _____ Residential _____ Commercial _____

Billing Address: _____
_____ Contact: _____

Tel No. _____

Utility: _____ Utility #: _____

Service Address: _____ Date of Contact: _____

Pricing Plan _____
(includes NJ Sales Taxes, and described in Section 3))

Term of Agreement _____

Early Termination Charge, if different from Section 3 of the attached terms and conditions of service:

Other Terms and Conditions, if different from the attached terms and conditions of service:

Customer Acknowledgement & Representations:

1. The Customer entering into this Agreement is the customer of record
2. The Individual executing this Agreement is authorized to make the change to the Customer's TPS.
3. The Customer voluntarily wishes to make the TPS change.
4. Customer is notified that the switch to the TPS is not mandatory and Customer can remain with the utility.
5. Customer acknowledges receipt of the terms and conditions of service attached hereto and incorporated herein by reference.

Terms and Conditions

1. Authorization to Switch and Agreement to Sell and Purchase Energy. This is an agreement between New Jersey Energy (“New Jersey Energy” or “TPS”) and the undersigned customer (“Customer”) under which Customer authorizes a change in Customer’s Third Party Supplier and agrees to obtain natural gas supply service from New Jersey Energy (the “Agreement”). Subject to the terms and conditions of this Agreement, New Jersey Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by New Jersey Energy, necessary to meet Customer’s requirements based upon consumption data obtained by New Jersey Energy or the delivery schedule of the Local Distribution Utility (the “LDC”). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by New Jersey Energy or the LDC’s delivery schedule. The LDC will continue to deliver the gas supplied by New Jersey Energy, read Customer’s meter and provide emergency services. The LDC will charge Customer separately for those services. New Jersey Energy is not responsible for LDC delays in processing Customer’s enrollment request.

2. Term. This Agreement shall commence as of the date Customer’s notice regarding the change of TPS is deemed effective by the LDC, and shall continue for the number of months thereafter (the “Initial Term”), as set forth on the NJ Natural Gas Supply Agreement and Authorization. New Jersey Energy will provide notice to Customer at least 30 days prior to the end of the term of this Agreement of the date upon which the term of this Agreement will end. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, except that the price will be a variable rate, unless New Jersey Energy sends Customer written notice of proposed changes to such terms in advance of the renewal date (the “Renewal Term”). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. Such new terms will only become effective upon obtaining the affirmative written signature of the Customer or obtaining authorization through the other methods set forth in N. J. A. C. Section 14:4-2.3(c) . While receiving service on a month-to-month basis, Customer or New Jersey Energy may cancel or terminate this Agreement if 30 days’ advance written notice of termination is provided to the other party. Notwithstanding the foregoing, depending on the timing of the LDC’s meter reading cycle or any delays in the LDC meter reading cycle, that Customer may receive billing for service under the current term of this Agreement after the completion of the applicable term, including price, of this Agreement for gas supply provided to Customer by New Jersey Energy.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all gas sold under this Agreement shall be one of the following price structures, as specified on the NJ Natural Gas Supply Agreement and Authorization: a). a variable price which shall each month change or remain the same and reflect the wholesale cost of natural gas (including commodity, which can be influenced by wholesale gas costs, which are impacted by the weather, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, New Jersey Energy’s costs, and operating expenses, plus all sales and other applicable taxes, fees, charges or other assessments ; b). an index (as defined on the NJ Natural Gas Supply Agreement and Authorization) plus an adder (as specified on the NJ Natural Gas Supply Agreement and Authorization) that varies each month; or c). a fixed price per therm (as specified on the NJ Natural Gas Supply Agreement and Authorization) which includes sales and other applicable taxes (although New Jersey Natural’s currently available fixed price may change at any time, the price used to calculate Customer’s gas charge during the applicable term of the Agreement will be New Jersey Energy’s fixed price per therm in effect at the time Customer enters into this Agreement). Unless otherwise agreed to in writing, the price each month may be lower or higher than the LDC price.

Customer will receive a bill for the service provided by New Jersey Energy, unless the LDC provides a consolidated bill for both commodity and delivery service. Customer agrees to pay New Jersey Energy charges in accordance with the LDC’s payment procedures. If Customer does not pay each invoice when due, then the LDC’s service may be terminated in accordance with the LDC’s tariffs, and this Agreement may be terminated by New Jersey Energy. If this occurs, Customer is required to pay the balance owed, including any early termination charges. New Jersey Energy reserves the right to bill Customer directly for its services, and if that occurs, New Jersey Energy may complete a credit check and (at its sole discretion) require a security deposit. New Jersey Energy and the LDC are responsible for collecting amounts owed on their respective bills. If New Jersey Energy provides a separate bill, it will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. New Jersey Energy may assign and sell the Customer’s accounts receivable to the LDC. In the event of failure to remit payment when due, New Jersey Energy may terminate service under this Agreement in accordance with the provisions of Section 6 of this Agreement. A \$30 fee will be charged for all returned payments.

If there is a material adverse change in the business or financial condition of Customer (as determined by New Jersey Energy 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, New Jersey Energy may terminate this Agreement in accordance with the provisions of Section 6 of this Agreement. If Customer is on a variable price arrangement, Customer may terminate this Agreement

at any time without a cancellation fee. If Customer is on a fixed price per therm or index plus adder based price arrangement and terminates this Agreement prior to the end of the Initial or Renewal Term or if New Jersey Energy terminates this Agreement due to Customer's breach, the Customer shall pay New Jersey Energy, in addition to any other applicable charges, a cancellation fee as follows if not otherwise specified on the New Jersey Natural Gas Supply Agreement and Authorization:

12 Month Fixed Price Per Therm or Index Plus Adder Based Price Arrangement:

If the Customer terminates this Agreement prior to its scheduled expiration, New Jersey Energy will assess the Customer an early termination charge of \$100 for residential customers or \$250 for commercial customers if the Customer terminates this Agreement six months or more prior to its scheduled expiration date, or \$50 for residential customers or \$125 for commercial customers if the Customer terminate this Agreement fewer than six months prior to its scheduled expiration date (up to 45 days prior to the expiration of this Agreement). Such charge is intended to compensate New Jersey Energy for losses and expenses it estimates it will incur as the result of the early termination of this Agreement.

6 Month Fixed Price Per Therm or Index Plus Adder Based Price Arrangement or Winter Fixed Price Per Therm Arrangement:

If the Customer terminates this Agreement up to 45 days prior to its scheduled expiration, New Jersey Energy will assess the Customer an early termination charge of \$50 for residential customers or \$125 for commercial customers. Such charge is intended to compensate New Jersey Energy for losses and expenses it estimates it will incur as the result of the early termination of this Agreement.

Termination typically is effective with the next full LDC billing cycle that occurs after the LDC is notified of the request to terminate service. Customer is responsible for all fees and charges until service is terminated.

The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of New Jersey Energy. New Jersey Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity.

5. Information Release Authorization. Customer authorizes New Jersey Energy to obtain and review "Customer Information" as said is defined in N.J.A.C. Section 14:2-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by New Jersey Energy to determine whether it will commence and/or continue to provide energy supply service to Customer, and to properly maintain provision of natural gas service to your account, and will not be disclosed to a third party other than New Jersey Energy's contractors and affiliates, unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to New Jersey Energy. 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 New Jersey Energy or by calling New Jersey Energy at 1-800-840-8241. New Jersey Energy reserves the right to terminate this Agreement pursuant to the provisions of Section 6 of this Agreement. in the event Customer rescinds the authorization. By providing Customer's contact information to New Jersey Energy (name, address, telephone number, fax number, e-mail address, etc.), Customer acknowledges that Customer is consenting to be contacted by mail, telephone, fax, voicemail, and e-mail by New Jersey Energy, a third party on behalf of New Jersey Energy, or an associated company. New Jersey Energy may monitor and record telephone calls to its Customer Service Center for quality assurance purposes. All calls for new service are recorded in compliance with Board guidelines.

6. TPS Termination Rights. The services provided by New Jersey Energy to Customer are governed by the terms and conditions of this Agreement. New Jersey Energy shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement, to either New Jersey Energy or your utility. New Jersey Energy will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition.

7. Residential Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the residential Customer for starting or stopping gas supply service if done in accordance with the terms of this Agreement. The residential Customer may terminate this Agreement, with 48 hours notice without penalty, as a result of relocation within or outside the LDC's franchise area, disability that renders the customer of record unable to pay for the TPS' service, and/or the customer of record's death. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas service. You may contact the LDC customer service at: PSEG 1-800-

553-PSEG (7734); South Jersey Gas 1-888-766-9900; New Jersey Natural Gas 1-800-221-0051 and the New Jersey Board of Public Utilities Division ("Board") at 609-777-3300 and the Board Division of Customer Assistance at 1-800-624-0241.

8. Agency-Gas. Customer hereby designates New Jersey Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and New Jersey Energy and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by New Jersey Energy to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. New Jersey Energy as agent for the Customer will schedule the delivery of adequate supplies of natural gas 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 natural gas transported by interstate pipelines will be the city gate stations of the LDC. New Jersey Energy agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and New Jersey Energy agree that title to, control of, and risk of loss to the natural gas supplied by New Jersey Energy under this Agreement will transfer from New Jersey Energy to Customer at the Delivery Point(s). New Jersey Energy will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

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

11. Force Majeure. New Jersey Energy will make commercially reasonable efforts to provide natural gas hereunder but New Jersey Energy does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of New Jersey Energy ("Force Majeure Events") may result in interruptions in service. New Jersey Energy will not be liable for any such interruptions caused by a Force Majeure Event, and New Jersey Energy 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), changes in laws, rules, or regulations of any governmental authority or any other cause beyond New Jersey Energy's control.

12. Liability. New Jersey Energy is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the LDC, including interruption of service, termination of service, defective service, or operation and maintenance of the LDC's system, nor is New Jersey Energy responsible for damages sought because of in-home or building damage. The remedy in any claim or suit by Customer against New Jersey Energy 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). All other remedies at law or in equity are hereby waived. In no event will either New Jersey Energy 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.

13. New Jersey Energy Contact Information. Customer may contact New Jersey Energy's Customer Service Center at 800-840-8241, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to New Jersey Energy at: P.O. Box 758, Elizabeth, New Jersey 07207.

14. Dispute Resolution. In the event of a billing dispute or a disagreement involving New Jersey Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact New Jersey Energy by telephone or in writing as provided above. When New Jersey Energy receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied with the New Jersey Energy response, New Jersey Energy will advise the Customer that the Customer can contact the Board at 1-800-624-0241, to request an alternate dispute resolution procedure or file a formal complaint. Upon receipt of a complaint forwarded by the Board or other governmental agency, New Jersey Energy will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency. Customer must pay

the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the final resolution of the complaint.

Binding Arbitration – You and New Jersey Energy agree that any and all disputes, controversies and claims (“Dispute(s)”) arising out of or related to this contract or to your gas service from New Jersey Energy that cannot be resolved through the Customer Service/Dispute Procedures described above will be resolved through binding arbitration by the American Arbitration Association (“AAA”). Arbitration means that you and New Jersey Energy will have a fair hearing before a neutral arbitrator instead of in a court with a judge or jury, except for certain small claims discussed below. The decision of the arbitrator will be final and binding, and the arbitrator’s award may be confirmed and entered as a judgment by any court of competent jurisdiction. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the AAA, as modified by this contract. **Nothing in this section limits your right to file a complaint with the Board of Public Utilities.**

You can initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to New Jersey Energy at P.O. Box 758, Elizabeth, New Jersey 07207. [The Claim Form](#) is available on the AAA website, www.adr.org, on the New Jersey Energy website, www.newjerseyenergy.com, or by calling New Jersey Energy at 1-800-840-8241. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to New Jersey Energy. You do not need to send payment to the AAA, New Jersey Energy will pay the filing fee upon receipt of a copy of the Claim Form.

The arbitration will be conducted by a single arbitrator who shall be mutually agreed upon by the parties; provided, however, that if the parties are unable to agree then the arbitrator shall be selected by the AAA in accord with its rules. The arbitration will take place in the county where you are billed or in a mutually agreed location. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone, or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the AAA rules. The arbitrator will make his/her decision in writing, but need not provide a statement of reasons unless requested by either party, in which event the arbitrator will provide a concise statement of the essential findings and conclusions on which the award is based.

New Jersey Energy will pay all arbitration filing fees and arbitrator’s costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney’s fees (if you choose to be represented by an attorney) and expert witness fees. You shall not be required to reimburse New Jersey Energy for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this arbitration provision, New Jersey Energy will pay all fees and costs that it is required by law to pay, including payment of your attorney’s fees and litigation costs if required by applicable law. In addition, if the arbitration award is greater than New Jersey Energy’s last settlement offer or if New Jersey Energy did not make a settlement offer, NEW JERSEY ENERGY will pay twice the amount of your attorney’s fees, reimburse the expenses reasonably incurred by your attorney in pursuing your claim and a \$7,500 minimum recovery; provided, however, that you may not recover duplicative awards of attorney’s fees and expenses. Although under some laws New Jersey Energy may have the right to an award of attorney’s fees and expenses if it prevails, New Jersey Energy agrees not to seek such an award.

Both you and New Jersey Energy expressly waive the right to bring a class action claim. All parties to the arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of gas service from New Jersey Energy, or other persons similarly situated.

You and New Jersey Energy agree that where the amount at issue is a small claim within the jurisdiction of the Municipal or County Court and is an individual and not a class action claim, you or New Jersey Energy may elect to proceed in that court.

15. 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 New Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes.

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

17. 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 price, New Jersey Energy 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.

18. Emergency Service. The LDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call the LDC at the following numbers: PSEG at 1-800-436-7734, South Jersey Gas at 1-800-582-7060 and New Jersey Natural Gas at 1-800-427-5325, and emergency personnel.

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

In the case of telephonic acceptance such execution or acceptance shall be deemed provided pursuant to the methods authorized under N. J. A. C. 14:4-2.3(c).

**Version: NJ-CO-RS-01.0
NJE-0001**