



Maine Renewable Energy – Maine Clean Power Hydro Terms of Service Agreement for the Supply of Electricity

ATTENTION: You may also register on-line at www.mainerenewableenergy.com

Name: _____ Phone: *(required)* _____

Address: _____ Fax: *(optional)* _____

City: _____ State: _____ Zip: _____ Email: *(optional)* _____

In this Agreement, the words "you" and "your" refer to the customer listed above. The words "we", "us" and "our" refer to Competitive Energy Services, LLC d/b/a Maine Renewable Energy. You agree to buy from us all of your electric supply service for the account(s) identified below in accordance with the charges and terms in this Agreement. We will use reasonable efforts to enroll your account(s) by the Start Date, but if delays occur, the term will start once you have been enrolled as our customer.

Electricity Price: cents per kilowatt-hour (kWh)

PLEASE LEAVE THIS SECTION BLANK- we will call you to verify the price.

Term: Start Date On first meter read date ten days after the date received by us.
 End Date Meter read date 36 months from Start Date, plus renewal terms as applicable
 (see below and reverse side under "**Renewal**").

Enter Your Utility Account Number(s) in the Space(s) Below

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If you wish to enroll more than 3 accounts, please attach a separate sheet.

Your signature below indicates that:

- **you have read, understand and accept the charges, terms and conditions in this Agreement, including the Terms of Service on the reverse;**
- **you are authorizing us to switch your electric supply service from Standard Offer Service, which is available to all customers in Maine, or another competitive supplier to us;**
- **you authorize the release to us by your T&D Utility of information for your account, including meter readings, rate class, account number, payment history, name and service and mailing address;**
- **you may contact the Maine Public Utilities Commission at (207) 287-3831 to obtain information on your rights as a consumer and your ability to be placed on a "Do-Not-Call" list to limit the number of unsolicited telemarketing calls you receive;**
- **Pursuant to Chapter 305, Section 4.C. of the Maine Public Utilities Commission Rules and Regulations, you have the right to rescind this Agreement within five (5) days from the date on which you sign it. You may rescind by calling us at 1-866-408-4591, by writing to us at the address below or by emailing us at info@competitive-energy.com, providing your name and T&D Utility account number.**

NOTE: In order to minimize paperwork and ease renewals at the end of contract periods, MRE and its partner, Maine Interfaith Power & Light, have instituted an automatic renewal process. Please see the information in **red typeface** on the reverse for more on automatic renewals.

Customer
 Signature: _____
 Print Name: _____
 Title: *(optional)* _____
 Date: _____

Maine Renewable Energy
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

PLEASE MAIL YOUR COMPLETED CONTRACT TO: Maine Renewable Energy, Attn: Customer Information Center, 148 Middle St., Portland, ME 04101. If you have any questions concerning our terms of service you may call us toll-free at 1-866-408-4591 during business hours from 9-5 weekdays, or E-mail us at info@competitive-energy.com.



Maine Renewable Energy- Clean Power Hydro- Terms of Service (continued)

Delivery. We will deliver electricity to you at the interconnection point between your T&D Utility and the regional transmission system. While we will make arrangements for delivery of electricity to you by your T&D Utility, we have no liability or responsibility for matters within the control of your T&D Utility, including transmission or distribution charges, maintenance or operation of the electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. **You should contact your T&D Utility in the case of outages, emergencies, and similar service matters. The phone numbers are: CMP – (800) 696-1000 and Bangor Hydro - (800) 440-1111.**

Electricity. We warrant to you that the electricity provided to you during the Term will be certified as from hydroelectric generating stations that are certified by the Low-Impact Hydropower Institute (LIHI) and located in Maine, or if such LIHI facilities are not available, then from Maine hydroelectric generating stations that have been licensed by the Federal Energy Regulatory Commission after 1/1/1987.

Renewal. Following the initial 36 month (3 year) term, your contract will renew automatically for successive three-year terms, unless you notify us prior to 30 days before its termination that you do not wish to renew. **The price for each renewal term will be the market price 30 days prior to the end of the current term.**

Check here if you DO NOT wish this contract to renew automatically for successive three-year terms.

IF YOU CHECK THE ABOVE BOX, YOUR CONTRACT WILL END AT THE END OF THIS CONTRACT TERM AND YOU WILL BE RETURNED TO STANDARD OFFER SERVICE VIA YOUR UTILITY (CMP OR BHE).

Credit and Deposits. This Agreement is subject to our approval of your creditworthiness. At any time, we may require you to provide credit information and, if we determine that your creditworthiness is insufficient, we may require that you pay a deposit. If you fail to provide such information or deposit, we may deny service to you or terminate this Agreement.

Taxes. You are responsible for all applicable taxes associated with sales under, and performance of, this Agreement. You will be billed (for payment to the appropriate authority) for all sales or other applicable taxes imposed with respect to the sale or consumption of electricity hereunder. You are responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to the T&D Utility and us. Your obligations with respect to taxes shall survive the termination or expiration of this Agreement.

Billing. We intend to bill you through your T&D Utility under this Agreement. You must pay our invoices, which are included on your T&D Utility bill, in the same manner that you pay charges imposed by the T&D Utility. Any overdue amounts will be assessed interest at the same rate and on the same terms as charged by the T&D Utility.

Termination. If you do not pay on time for our services, we may terminate this Agreement and our obligation to provide electric service hereunder and revert your electric service back to Standard Offer Service, and you shall be responsible for any penalties you incur as a result. If we terminate this Agreement, you must still pay all amounts owed and are responsible for our reasonable collection costs, including attorneys' fees.

Limitation on Liability. Any billing disputes are waived unless you present them to us in writing within 60 days after the invoice date. All other claims are waived if you do not notify us within 60 days after termination of this Agreement. In no event shall we be liable for (i) any act or omission of any third-party provider of service or facilities, (ii) interruptions, errors, failures to transmit, delays or defects in our service, whether caused by acts of God, fire, war, riots, governmental authorities or any other cause beyond our reasonable control, or (iii) any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including without limitation loss of business, revenue or profits, or exit, stranded cost or similar fees imposed by your T&D Utility, even if we have been advised of the possibility of such damages. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PROVISION OF ELECTRIC SERVICES HEREUNDER, EXCEPT AS PROVIDED HEREIN.

Miscellaneous. You may not assign or otherwise transfer this Agreement without our consent. We may assign this Agreement without your consent, providing the entity is of equal or better credit and agrees to perform all terms and conditions of the Agreement. All notices hereunder will be in writing, given when received, and sent by personal delivery, facsimile, certified mail (with return receipt), or overnight courier to the address on the first page of this Agreement. This Agreement contains the entire agreement between us, and supersedes any other agreements, discussions or understandings regarding the subject matter hereof. No term or condition of this Agreement, which may be deemed unenforceable shall invalidate any other term or condition of this Agreement, all of which shall remain in full force and effect. Facsimile signatures shall be deemed original signatures. This Agreement shall be governed by the laws of the State of Maine, without regard to its conflict of laws provisions. This Agreement represents a transfer to us for its duration of any transmission congestion rights that may be assigned to your load.