** ${utility\_electric\_name}**

Name: Rushmore Energy, LLC Address: P.O. Box 2640, Sugar Land, TX 77487

www.RushmoreEnergy.com Phone: (800) 590-7295 (Monday – Friday, 9:00 a.m. – 5:00 p.m. EST)

|  |  |  |  |
| --- | --- | --- | --- |
| Rates and Product Information | | | |
| Price (in cents/kWh) and number of months this price stays in effect: | ${rate\_info\_electric\_rate\_amount\_in\_cents}¢ for ${rate\_info\_electric\_term} months. | | |
| Other monthly charges: | $${rate\_info\_electric\_monthly\_fee} | | |
| Total Price (in cents/kWh) with other monthly charges: | 500 kWh | 1,000 kWh | 1,500 kWh |
| ${riefr500}¢ | ${riefr1000}¢ | ${riefr1500}¢ |
| Length of contract: | ${rate\_info\_electric\_term} Months | | |
| Price after the initial price: | Variable. Your rate per kWh for electric generation service provided under this Agreement may change each month based upon wholesale market conditions as they exist at the time. The variable rate may go up or down and the rate may be higher or lower than the electric utility’s rate during any given period. The current rate per kWh price and history for the life of the product are available at the website or number above. | | |
| Early Termination Fees and Contract Renewal | | | |
| Early Termination Fee: | $0: There is no early termination fee if you cancel your contract before the end of the term. This applies to both residential and small commercial customers. | | |
| Contract Renewal: | We will send you advance notice 30 days before the expiration date. We will explain your options in this advance notice including how you can choose to renew your service with Rushmore Energy. If we do not receive a response by the end of your Term, we may return you to utility standard service, or you may be automatically placed on our then current, month-to-month product and pricing. | | |
| Right to Rescind and Cancel | | | |
| Rescission: | You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may also contact us at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST), or your utility (${utility\_electric\_name}) at ${uecsf} to accomplish this. | | |
| Cancellation: | You also have the right to terminate the contract without any termination fee or penalty if you contact us at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST) within 10 business days after the date of your first bill with charges from Rushmore Energy. | | |

This is a sales solicitation and the seller is Rushmore Energy, LLC, an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date: ${date} Agent ID: ${agent\_id}

**Illinois Disclosure Statement and Terms of Service; Residential and Small Commerical; Fixed Rate Plan**

|  |  |  |  |
| --- | --- | --- | --- |
| Legal name of the RES, and the name under which it is marketing | Rushmore Energy, LLC. | | |
| Business address of the RES | P.O. Box 2640, Sugar Land, TX 77487; [www.RushmoreEnergy.com](http://www.RushmoreEnergy.com) | | |
| Charges for service | Your rate will be $${rate\_info\_electric\_rate\_amount\_in\_dollars} for ${rate\_info\_electric\_term} months. | | |
| Estimated total bill including your selected rate, your monthly charge of $${rate\_info\_electric\_monthly\_fee} is multiplied by each threshold shown to provide you with your estimated total bill for Rushmore Energy charges. The fixed monthly charge is not the total monthly amount for electric service and what will be charged on your bill. Our rate does not include taxes or utility charges for delivery. | 500 kWh | 1,000 kWh | 1,500 kWh |
| $${rieetb500} | $${rieetb1000} | $${rieetb1500} |
| Term | ${rate\_info\_electric\_term} Months. Prior to the expiration of the Term, we will send to you advance notice 30 days before the expiration date. We will explain your options in this advance notice including how you can choose to renew your service with Rushmore Energy. If we do not receive a response by the end of your Term, we may return you to utility standard service, or you may be automatically placed on our then current, month-to-month product and pricing. | | |
| Early Termination Fee: | $0: There is no early termination fee if you cancel your contract before the end of the term. This applies to both residential and small commercial customers. | | |
| Deposit/Prepayment Required | N/A | | |
| Fees for switching to RES | N/A | | |
| Savings | Rushmore Energy does not guarantee savings in comparison to rates offered by your local utility. | | |
| Rescission | You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may contact us at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST), or your utility, (ComEd) at (800) 334-7661 or (Ameren) at (800) 755-5000 to accomplish this. | | |

This is a sales solicitation and the seller is Rushmore Energy, LLC, an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

Your electric utility remains responsible for the delivery of electric power and energy to the customer’s premises and will continue to respond to any service calls and emergencies.

You will receive written notification from the electric utility confirming a switch of the electricity supplier.

Rushmore Energy can be contacted at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST). You may also contact your utility, (ComEd) at (800) 334-7661 or (Ameren) at (800) 755-5000, and the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795.

The purpose of this document is to authorize a change in your electric third party supplier. This is an agreement for electric generation service between Rushmore Energy, LLC (Rushmore) and you, for the service address or addresses set forth in your Electric Service Agreement and confirmed in your welcome letter. Together, this Disclosure Statement and Terms of Service, including the terms of service set forth herein, and your Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Rushmore Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Rushmore Energy is certified by the Illinois Commerce Commission (ICC) to offer and supply electric generation services in Illinois. We set the generation prices and charges that you pay.

Definitions

* Commercial Customer – A nonresidential customer of an electric utility consuming 15,000 kWh or less of electricity annually in its service area.
* Alternative Retail Electric Supplier" or "ARES" – An entity that offers for sale or lease, or delivers or furnishes, electric power or energy to retail customers. An ARES will supply electric generation and transmission services to your EDC for you based on your usage.
* Electric Distribution Company (EDC) or Local Distribution Company (LDC) – The public utility providing facilities for the distribution of electricity to retail customers. Also known as your utility.
* Generation Charge – Charge for production of electricity.
* Transmission Charge – Charge for moving high voltage electricity from generation facilities to distribution lines of an electric distribution Company.

Terms of Service

# **Basic Service Prices**.

**(a) Fixed Rate**. If your rate is a fixed rate, you will pay the fixed rate per kWh set forth in your Electric Service Agreement and confirmed in your welcome letter during the term specified in your Electric Service Agreement, plus the base monthly charge. This rate will include the Generation Charge, Transmission Charge, and estimated state taxes including any applicable gross receipts tax and applicable state and local sales taxes for services provided under this Agreement. If, due to a change in market conditions, Rushmore wishes to lower the price per kilwatt hour charged to you under the Agreement, it may do so without consent, provided there are no other changes to the terms and conditions of the contract.

You are responsible for any and all taxes (whether passed through to you on the EDC’s bill as a separate line item or as part of the price of electricity, as required by law, rule, or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Rushmore Energy with the necessary certificates and other documentation to qualify for such status.

# **Billing**. Your EDC will continue to issue a monthly bill and the bill will include your Generation, Transmission, and Distribution Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Rushmore Energy will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC’s tariff. Rushmore Energy does not offer budget billing for our portion of the bill. Please contact your EDC to make such arrangements. A true-up will be made at least once every 12-month period.

# **Length of Agreement**. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Electric Service Agreement and confirmed in your welcome letter from Rushmore Energy on the next regularly scheduled meter reading or switching date available and will continue for the duration of the term specified in your Electric Service Agreement (the Term). The notice will include a toll-free number for you to call. This Agreement shall remain in effect until Rushmore Energy is notified of your intent to cancel and until such time as the EDC completes the termination in accordance with its rules.

# **Penalties, Fees, and Exceptions**.

You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early cancellation fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Rushmore Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account. The electric utility may charge you switching fees.

# **Cancellation Provisions**. After the rescission period, you may cancel this Agreement at any time by calling Rushmore Energy at (800) 590-7295, but you will be required to pay the early cancellation fee if you cancel prior to the expiration of the Term of this Agreement. You may also cancel this Agreement with 48 hours notice without penalty if you suffer a disability that renders you unable to pay for ARES service or move to another utility service area and provide reasonable evidence, if required, that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Rushmore Energy notifies your EDC, and this process may take up to two billing cycles. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If you cancel service with Rushmore Energy and return to basic generation service with your EDC, you may not be served under the same rates, terms, and conditions that apply to other EDC customers. Rushmore may also cancel this Agreement if your EDC is unable to read your meter or Rushmore is unable to bill you for consecutive months. Rushmore does not support net metering credits, and the company may terminate this Agreement, without penalty, in the case customer has or installs such equipment. Failure to pay electric utility charges may result in the customer being disconnected in accordance with the EDC's tariff. Only the EDC may shut off your electric power. Rushmore Energy will provide you with notice, as required by regulation, prior to termination of this Agreement.

# **Information Release and Authorization**. You designate Rushmore Energy as your authorized agent and hereby authorize Rushmore Energy to obtain credit and power usage history and to arrange transmission and other services for the purpose of serving your account. This authorization will remain in effect during the Term and any renewal term of this Agreement. You may rescind your authorization at any time by providing written notice thereof to Rushmore Energy. You hereby consent to being contacted by Rushmore or its agents via phone, fax, email, text message, or other reasonable means, at any of your contact numbers or physical or electronic addresses, regardless of your listing on any federal, state, provincial, or other applicable "Do Not Call" list. Such contact will be in regard to the services provided under this Agreement, the collection of past due balances, or for matters related to your account.

# **Dispute Procedures**. Please contact us with any questions concerning our terms of service or your experience with Rushmore. We will investigate consumer complaints and follow-up within a reasonable period of time with more information and/or a resolution. You may contact your utility, (ComEd) at (800) 334-7661 or (Ameren) at (800) 755-5000. You may contact the Illinois Commerce Commission’s Consumer Services Division at (800) 524-0795.

# **Warranties**. Rushmore Energy makes no representations or warranties, either expressed or implied, with regard to the provision of electric generation service and disclaims any and all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or arising out of any course of dealing or usage of trade.

# **Limitation of Liability**. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. Rushmore Energy will not be liable for consequential, incidental, special, punitive, exemplary or indirect damages (including lost profits or other business interruption damages), whether by statute, in contract or tort, even if the result of negligence (whether sole, joint, concurrent, active or passive). All other liability will be limited to direct actual damages only, and such direct actual damages will be the sole and exclusive remedy. You hereby waive all other remedies at law or in equity. There are no third party beneficiaries to this agreement. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

# **Regulatory Change**. 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. Rushmore and Customer recognize that a change in any law, rule, regulation, tariff, ISO design, regulatory structure, or a change in the interpretation of the application of any of the foregoing, (“Regulatory Change”) could materially impact a term, condition or provision of this Agreement including, but not limited to price. Rushmore and Customer further recognize that the financial impact of a Regulatory Change that occurred prior to the date this Agreement was executed (“Execution Date”) may not be known until a future date. Accordingly, Rushmore retains the right to: (i) to modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date; and/or (ii) pass through to Customer any capital, operating, commodity or other costs it incurs as a result of a Regulatory Change that occurred prior to the Execution Date. In all cases, Rushmore shall provide 30 days’ written notice of any modification to the Customer.

# **Miscellaneous**.

## If Rushmore Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. “Force Majeure” means any act or event that is beyond the reasonable control of Rushmore Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, regional transmission organizations, aggregators, other ARES, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

## Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Rushmore Energy and you will be bound by the measurement from the meters owned, installed, maintained, and read by the EDC.

## This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws.

## This Disclosure Statement and Terms of Service, along with your Electric Service Agreement as confirmed by your welcome letter, constitute the entire agreement between you and Rushmore Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Rushmore Energy concerning the subject matter of the Agreement.

## Rushmore Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Rushmore Energy’s electricity supplier, or such supplier’s designee, (ii) an affiliate of Rushmore Energy or to any other person succeeding to all or substantially all of Rushmore Energy’s assets, or (iii) in connection with any financing or other financial arrangement. Rushmore Energy will provide you with 30 days notice prior to assignment of this Agreement, as required by applicable regulation.

## Any failure by Rushmore Energy to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

## Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as nearly as possible.

## The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the cancellation or expiration of this Agreement.

# **12. Contact Information**. Information regarding Rushmore Energy’s generation energy sources, variable rates, energy efficiency, environmental impacts, or historical billing data is available upon request. **Customers should contact their local distribution company in the event of an emergency such as a power outage.**

Alternative Retail Electric Supplier / ARES:

Rushmore Energy, LLC

P.O. Box 2640

Sugar Land, TX 77487

(800) 590-7295

Illinois Certificate # 18-1016 / 18-1844

www.RushmoreEnergy.com

ContactUs@RushmoreEnergy.com

Hours: Mon-Fri (except holidays)

9:00 a.m. to 5:00 p.m., Eastern

ComEd

Customer Service

(800) 334-7661

Ameren

Customer Service

(800) 755-5000

Illinois Commerce Commission

Consumer Services Division

(800) 524-0795