



## Customer Enrollment Information

Contract Prepared On Date:

 /  / 

### Customer Information

**Legal Business Name:**

**Mailing Address:**

Street		Unit /Apt	
<input type="text"/>		<input type="text"/>	
City	State	Zip Code	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

**Phone Number:**

Area Code		-		-		Ext.	
<input type="text"/>	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>

**Fax Number:**

	-		-	
<input type="text"/>		<input type="text"/>		<input type="text"/>

**Contact Name:**

First	Last
<input type="text"/>	<input type="text"/>

**Contact Title:**

**Contact Email Address:**

**Billing Email Address:**

**Tax ID:**
 - 
☐ **Tax Exempt** (If selected, please include your state Tax Exempt form)

### Price Plan Chosen by Customer

**Fixed Energy Only**

### \*Agera Pure Wind Adder (optional)

☐ **50% Wind**
☐ **100% Wind**
\*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

### Notification Preferences

**How to Receive Notification:**

- ☐ Email  
☐ Mail  
☐ Fax

### Billing Preferences

**Billing Type:**

- ☐ Consolidated  
☐ \*Dual

### \*Dual Billing Only

**How to Receive Bill:**

- ☐ Email  
☐ Mail  
☐ Fax

**How to Pay Bill:**

- ☐ Electronic Funds Transfer  
☐ Credit Card  
☐ Wire

Initials \_\_\_\_\_



## Customer Enrollment Information Cont.

### Account Information

**1**
**Account Number:**

**Utility:**

**Service Address:**
Street

Unit /Apt.

City

State

Zip Code

**Energy Price:**
 \$  . 
**Unit**

**Term**

**Start Date (MM/YY):**
 / 
**2**
**Account Number:**

**Utility:**

**Service Address:**
Street

Unit /Apt.

City

State

Zip Code

**Energy Price:**
 \$  . 
**Unit**

**Term**

**Start Date (MM/YY):**
 / 
☐ Additional Accounts Attached

**Total Estimated Historical  
Annual Usage**


Customer and Agera 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. This agreement shall only be effective if agreed to and executed by both parties.

**Customer Authorization:**
**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Agera Authorization:**
**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Terms and Conditions

### Illinois Large Commercial Electricity – Fixed Energy Only

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Agera Energy LLC (“Agera”), a licensed Alternative Retail Electric Supplier (ARES), and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Agera (the “Agreement”). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer’s requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Utility (the “LDC”). Agera 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 Agera or the LDC’s delivery schedule. The LDC remains responsible for the delivery of power to Customer and will continue to respond to emergencies, switching ARES will not impact the customer’s electric service reliability. Customer will receive written notification from the LDC confirming a switch of the customer’s power and energy supplier.

**2. Term.** The Term is set forth on Page 1.

This Agreement shall commence as of the date Customer’s provider to Agera is deemed effective by the LDC and shall continue thereafter for the number of month(s) set forth on Page 1 (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, the Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 21 herein; with no change to the remaining items (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer’s right to renew, reject or renegotiate the Agreement. This Agreement will **AUTOMATICALLY** renew to a variable rate if Customer does not cancel the Agreement by contacting Agera using the information provided in Section 8.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Page 1. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer is subject to bill recalculation upon entering into this Agreement. Customer should contact their LDC if they have questions about recalculations being applied to Customers account.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera 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, Agera may terminate this Agreement upon 30 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Agera terminates this Agreement due to Customer’s breach, the Customer shall pay Agera, in addition to any other applicable charges, an early termination fee see Section 4. Customer may return to LDC service at any time subject to the terms of this Agreement.

You will either receive energy-related invoices issued by LDC (“Consolidated Billing”) or Agera (“Dual Billing”) as specified above. If billed by the LDC, terms are defined by the LDC’s tariff. For all “Dual Billing” options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for disconnection of utility services in accordance with State rules and regulations on the termination of service to non-residential customers. For “Dual Bill” options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC, Customer shall pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. In the event of failure to pay for timely invoiced services rendered, 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 \$35 fee will be charged for all returned payments.

**4. Early Termination Fee.** If Customer cancels this Agreement during the Initial Term, Customer shall pay an Early Termination Fee, which shall be calculated to include Agera’s total losses and costs associated with the early termination, any loss of bargain, loss or costs incurred as a result of Agera obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions. Customer will not be charged an early termination fee if Customer cancels the Agreement within 10 calendar days after the LDC processes the enrollment request.

**5. Rescission.** Customer may rescind the contract and the pending enrollment, within 10 calendar days after the electric utility processes the enrollment request, by contacting Agera or the LDC.

**6. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the

express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the ICC.

**7. Information Release Authorization.** Customer authorizes Agera 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; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Agera 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 Agera. 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 Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**8. Consumer Protections.** The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 30 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, a Commercial Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the ICC. Customer may obtain additional information by contacting Agera at 1-844-692-4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](mailto:customer@ageraenergy.com) or the ICC at 1-800-524-0735.

**9. Final Bill.** Customer is liable for all Agera charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within sixty (60) 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.

**10. Agera Energy:** Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the Midcontinent Independent Systems Operator (MISO) and PJM Interconnection (PJM) 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. Agera 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 MISO or PJM Agera 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 price noted above.

**11. Title.** Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

**12. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

**13. Force Majeure.** Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

**14. Liability.** The remedy in any claim or suit by Customer against Agera 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 Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages subject to the regulations and authority of the ICC. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**15. Dispute Resolution.** In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera'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.

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

**17. 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 Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

**18. 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, Agera 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.

**19. Emergency Service.** In a case of emergency contact your LDC's emergency personnel immediately.

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

**21. Electricity Pricing.** During the Term of this Agreement, the price for electricity supply per kWh shall be fixed at the price indicated on Page 1 ("**Energy Price**"). You will pay the fixed Contract Price per kilowatt-hour of electricity set forth in the previous sentence multiplied by your kilowatt-hour (kWh) usage during the applicable period. The Energy Price does not include costs associated with delivery of the electricity, which will be billed separately by the LDC ("**Delivery Charges**").

**a)** All costs associated with electricity supply ("Pass-Through Costs") will be billed to the Customer based on Customer's usage and load profile. Pass-Through Costs include (1) applicable Taxes on electricity supply, which Agera will pass through to Customer on the invoice either as a separate line item or reflected as part of the price of electricity, as required by law, rule or regulation, (2) any charges related to fulfilling the capacity requirements for Customer's accounts imposed by the ISO or otherwise ("capacity" costs); (3) line losses, (4) congestion charges, (5) scheduling and other ancillary services, (6) "uplifted" imbalance charges, and (7) certain other pass-through charges as set forth in this Section that are charged to you as a pass-through, which means they will change during the existing term of this Agreement as the

related charges assessed or charged to Agera vary for any reason including but not limited to those mentioned in Section 18.

**b)** The electricity supply price is established in reliance on the existing regulations, laws, rates, charges, capacity and tariff based obligations, and other protocols that are in effect as of the execution date. In the event there are changes to the foregoing that cause additional costs to Agera, Agera shall pass through such costs to Customer.

**c)** Customer must notify Agera of any contemplated, known or anticipated change in circumstance that will result in a material change in Customer's monthly usage quantity at least ten business days before the first of each month. Customer may at any time request to add new accounts under this Agreement at a fixed electricity supply price based on the then current market. The parties shall execute an amendment to reflect any such additions or deletions of Accounts. Agera shall have no obligation to enroll or supply electricity to any account not identified herein. **If Customer is tax exempt, it is Customer's responsibility to provide Agera with the necessary tax exemption certificate.**

**d)** After the initial term this agreement will renew to a variable rate which shall reflect each month the wholesale cost of electricity as well as all charges imposed by the ISO including but not limited to, ISO-based charges such as energy costs (including energy, capacity, settlement, losses, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit on price variability.

**22. Usage.** You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.



**Additional Accounts for Customer Contract**

NUMBER	COMMODITY	ESIID/LDC	STREET ADDRESS	CITY	ZIP CODE	STATE	START MONTH	START YEAR	PRICE	UOM	UTILITY
1	Electricity	8311009415	1700 Jerome Lane	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
2	Electricity	9555700114	1012 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
3	Electricity	9311009511	800 Range Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
4	Electricity	9106602115	600 St robert	East Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
5	Electricity	8555700115	1010 Jerome Ln Rear	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
6	Electricity	8495609116	1010 Jerome Ln Lights	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
7	Electricity	8165701112	1500 Andrews	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
8	Electricity	7561717115	1827 Jerome	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
9	Electricity	6561717125	1826 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
10	Electricity	6371710117	600 Jermon Ln d/d	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
11	Electricity	6349328171	1900 Mousette Ln	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
12	Electricity	5755702112	1401 Morning Star Dr	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
13	Electricity	5561717117	1825 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
14	Electricity	5198346732	3429 Camp Jackson Rd	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
15	Electricity	4755702113	1401 Morning star Dr Bldg	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
16	Electricity	4561717127	1800 Jerome LN	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
17	Electricity	3595804111	6702 Bond	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
18	Electricity	2932617114	3431 Mississippi Siren	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
19	Electricity	2155701119	1700 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
20	Electricity	2132423534	1900 Mousette Ln rear	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
21	Electricity	2106601113	600 St Robert	Cahokia	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
22	Electricity	1155701110	1700 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
23	Electricity	655700111	1014 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
24	Electricity	641002517	600 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
25	Electricity	411009616	1010 Jerome Ln	E Saint Louis	62206	IL	March	2017	\$ 0.0510000	kWh	AmerenCIPS
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Customer and Agera Energy 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. This agreement shall only be effective if agreed to and executed by both parties.

Customer Initials