

# Pennsylvania

## Electric Sales Agreement

### Residential and Small Business

**Seller:** Pay Less Energy LLC  
19790 W. Dixie Hwy, Suite 1101  
Aventura, Florida 33180  
Tel: 866-753-3242

**Energy Consultant:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_  
(company name)

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

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Utility (EDC):** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Tax ID#:** \_\_\_\_\_

**Term of Contract:**      **From:** \_\_\_\_\_      **To:** \_\_\_\_\_

**Electric Contract Plan:**

Agreement Term: Initial period of \_\_\_\_\_ month(s) / year(s).

1) Variable Monthly Rate. Your first month's rate is:  
\_\_\_\_\_ per kWh.

2) Renewable Monthly Variable Rate. Your first month's rate  
is: \_\_\_\_\_ per kWh.

3) Fixed Rate of \_\_\_\_\_ per kWh.

4) 100% Renewable Fixed Rate of \_\_\_\_\_ per kWh.

Estimated Start Date: [Month] [Year]

Estimated Expiration Date: [Month] [Year] (collectively, the  
"Initial Term")

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Pay Less Energy LLC (“Pay Less” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers is: A-2024-3047921 and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply service and begin enrollment with Pay Less (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase electric service from Pay Less for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). We set the generation prices and charges that you pay. Subject to the Contract Summary and these Terms and Conditions of this Agreement, Pay Less agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by Pay Less, necessary to meet Customer’s requirements based upon consumption data obtained by Pay Less or the delivery schedule of the Electric Distribution Company (the “EDC” or “utility”). The amount of electricity delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Pay Less or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Pay Less. You will receive a single bill from your local utility that will contain your electric distribution charges and Pay Less charges. For residential customers, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement. Pay Less reserves the right to assess early cancellation fees for Customer’s failure to adhere to this Agreement as outlined in Section 8 below.

### 2. DEFINITIONS.

**Generation Charges.** The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

**Small Business Customer.** Person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

**Transmission Charges.** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

**3. PRICE; BILLING:** The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariff’s and the Customer’s Agreement with Pay Less. Pay Less does not offer budget billing services. Customer has the right to request from Pay Less up to twenty-four (24) months of Customer’s Pay Less charges. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

### Electric

**Price – Variable Rate:** The price you will pay for the first billing cycle will be \$[0. \_\_\_\_] per kWh. Thereafter it will vary from month to month. The price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges and Pay Less’ costs, expenses and margins; This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Pay Less each month at 866-753-3242 to obtain your current rate for that day

**Price – Renewable Variable Rate:** The price you will pay for the first billing cycle will be \$[0. \_\_\_\_] per kWh. Thereafter it will vary from month to month. The price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs (as defined below), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges, and Pay Less costs, expenses and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Pay Less each month at 866-753-3242 to obtain your current rate for that day.

**Price – Fixed Rate: You will pay a fixed price of \$[0.\_\_\_\_] per kWh.** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Pay Less' discretion, plus all applicable taxes, fees, charges or other assessments and Pay Less' costs, expenses and margins. This Agreement does not include utility charges.

**Price – Renewable Fixed Rate: You will pay a fixed price of \$[0.\_\_\_\_] per kWh** For renewable fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Pay Less' discretion, plus all applicable taxes, fees, charges or other assessments and Pay Less' costs, expenses and margins. This Agreement does not include utility charges.

Environmental Characteristics & Renewable Energy Information. If you select an electric renewable energy plan, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in Pennsylvania.

**4. TERM** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the "Initial Term"). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Pay Less incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

**6. RIGHT OF RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving this disclosure. Customer may contact Pay Less in writing or by phone by contacting us at the contact information contained in Section 21 below.

**7. RENEWAL:** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. You will not be subject to a penalty or fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, whenever Pay Less wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term ("Initial Term"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.

**8. CANCELLATION BY PAY LESS:** During the Initial Term, Pay Less reserves the right to cancel this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by Pay Less, disability that renders the Customer of record unable to pay for Pay Less' service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If Pay Less cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Pay Less Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **Company-Initiated Cancellation** – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

**Customer-Initiated Cancellation** – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**11. PENALTIES, FEES AND EXCEPTIONS:** You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the EDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. **Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early cancellation fee. Residential customers, the early cancellation fee is forty-nine dollars if the remaining term is twelve months or less, and one hundred forty-nine dollars if the remaining term exceeds twelve months. Small business Customers will pay Pay Less an early cancellation fee of two hundred forty-nine dollars (\$249.00) if the remaining term is twelve (12) months or less, and three hundred forty-nine dollars (\$349.00) if the remaining term exceeds twelve (12) months. There is no early cancellation fee for variable rate plans.**

**12. AGENCY:**

For electric customers, Customer hereby designates Pay Less as agent to; (a) arrange and administer contracts and service agreements between Customer and Pay Less and those entities including the PJM Regional Transmission Operator (“PJM”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Sales Point and the Customer’s end-use premises. Pay Less as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the PJM Pay Less 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.

**13. DELIVERY POINT, TITLE AND TAXES:** Pay Less will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third-party transmission systems and those of the EDC or ISO (the "Delivery Point"), at Pay Less’ sole cost and expense. Customer and Pay Less agree that title to, control of, and risk of loss to the electricity supplied by Pay Less under this Agreement will transfer from Pay Less to Customer at the Sales Point(s).

**14. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Pay Less. Pay Less makes no representations or warranties other than those expressly set forth in this Agreement, and Pay Less expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party’s obligations under this Agreement due to events not reasonably anticipated or within either party’s control, such as, but not limited to, acts of God, curtailment by Customer’s EDC, pandemic or Pay Less’ transportation capacity, or Customer’s EDC appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against Pay Less will be direct, actual damages limited to the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. **IN NO EVENT WILL EITHER PAY LESS 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.**

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDC.

**18. DISPUTE RESOLUTION:** In the event of a billing dispute or a disagreement involving Pay Less’ service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Pay Less by telephone or in writing as provided above. If after communication with Pay Less, Customer is not satisfied, Customer may contact the Pennsylvania Public Utility Commission by telephone at 1.800.692.7380 or in writing at 400 North St., Harrisburg, PA 17120.

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Pay Less. Pay Less may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, Pay Less will provide advance written notice to the Customer with the new energy supplier, or other entity’s name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Pay Less, its affiliates and/or assigns, at the telephone number(s) you provide to Pay Less, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Customer authorizes Pay Less to obtain and review information from the EDC that includes but is not limited to: consumption history, billing determinant, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Pay Less to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Pay Less. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Pay Less or calling Pay Less at 1-866-753-3242. Pay Less reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**22. CONTACT INFORMATION:** Customer may contact Pay Less Service Contact Center 1-866-753-3242, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Pay Less at: 19790 W. Dixie Hwy., Suite 1101, Aventura, Florida 33180. You may also visit us online at [www.paylessenergyllc.com](http://www.paylessenergyllc.com). hopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com) by calling the Commission at 1.800.692.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**23. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Duquesne	1.888.393.7000	MetEd	1.800.545.7741
PECO	1.800.494.4000	Penelec	1.800.545.7741
Penn Power	1.800.720.3600	Pike County Light and Power Co.	1.855.855.2433
PPL	1.800.DIAL.PPL	West Penn Power	1.800.686.0021
Citizens' Electric	1.877.876.3511	UGI Utilities	1.800.276.2722
Wellsboro	1.877.846.4291		

**24. 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 Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Pay Less.

**27. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Electric generation will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**28. NET METERING ELIGIBILITY:** If you currently own or plan to install during the term of this Agreement solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC, you must notify us in order for us to determine your eligibility to enroll with Pay Less or continue to be served by Pay Less. Pay Less reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

**Customer's Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Pay Less Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_