



## DISTRICT OF COLUMBIA RESIDENTIAL SERVICE TERMS AND CONDITIONS

These Terms & Conditions (“T&Cs”) together with the enrollment materials are your Agreement for electric generation service with Star Energy Partners LLC (“SEP”). **PLEASE READ THESE T&Cs CAREFULLY.**

### **Purchase of Electric Supply Service:**

SEP is certified by the Public Service Commission of the District of Columbia (“PSCDC”) to offer and supply electric generation services in the District of Columbia (“DC”). As a competitive supplier of retail electricity, SEP will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC then distributes or delivers the electricity to you. SEP sets the generation prices and charges that you pay. The PSCDC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. SEP will deliver and sell, and you will buy, your Service in accordance with the EDC’s electric delivery service program during the time this Agreement is in effect. SEP will purchase National Wind or DC Certified renewable energy certificates (“RECs”), as applicable, in an amount required to satisfy its Renewable Portfolio Standards obligations. SEP reserves the right to revoke its Services offer at any time prior to your acceptance of this Agreement.

### **Definitions:**

As used in these T&Cs, the following words have the following respective meanings:

“**Agreement**” means the legal contract for Services between you and SEP, and consists of these terms and conditions as well as any related agreement referenced herein or therein. Notwithstanding any language to the contrary, these terms and conditions take precedence over any conflicting language in any other Agreement.

“**Customer**” or “**you**” or “**your**” means the person subscribing to our Services and with whom we have entered into the Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account.

“**Distribution Service**” means basic service for delivering electricity over a distribution system to a customer from the transmission system.

“**Enrollment Documentation**” means the welcome letter you will receive after enrollment that will include these T&Cs and any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise provided to you in order to commence Services.

“**Fees**” means the Advantage Fee and taxes, fees, assessments, government charges and charges levied by your EDC for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, EDC taxes, gross receipts taxes, and sales or use taxes imposed on SEP and/or you by federal, state, and/or local authorities that we pass through to you.

“**Hybrid Advantage Plan**” means the 36 month period of time during which you have authorized us to select the lowest available Price Segment on your behalf, subject to your right to select an alternate Price Segment or to cancel the Agreement without penalty.

“**Kilowatt-hour**” or “**kWh**” means the basic unit of electric energy for which most customers are charged in cents per kWh. A kWh is the equivalent of using ten 100-watt light bulbs for one hour.

“**Parties**” means SEP and you.

“**Price Segment**” means a number of calendar months during which you have a low fixed Rate that we select for you and that you may change if you prefer a different Rate for a different duration. The Rate and duration of the First Price Segment are set forth in the Enrollment Documentation; each subsequent Price Segment during the Term, if applicable, will be communicated to you in advance at least 12 days prior to the close of the applicable billing period.

“**Rate**” means the fixed amount per kWh charged to you for supply charges for each Price Segment during the Term of this Agreement. The Rate will not change for the duration of a given Price Segment. The Rate does not include delivery service charges, applicable taxes, the Advantage Fee, or other Utility charges associated with providing your electricity service; therefore, the First Price Segment indicated in the Enrollment Documentation is not the total monthly rate for electric service.

“**RPS**” means Renewable Portfolio Standard, which is a state mandated requirement to increase the production of energy from renewable energy sources, such as geothermal, wind, biomass, and solar.

“**RTO**” means the Regional Transmission Organization.

“**Service**” or “**Services**” means any electric generation service or product that SEP provides to you, including, if applicable, its purchase of RECs.

“**Supplier**” or “**we**” or “**us**” or “**our**” means SEP.

“**Transmission Charge**” means the charge for moving high voltage electricity from a generation facility to the distribution lines of EDC.

**Right of Rescission – If your enrollment was the result of a door-to-door solicitation, you have a right to rescind your enrollment within three (3) business days by contacting SEP at 1-855-427-7827.**

## **TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Residential customer accounts are eligible for this offer, except for the following: (1) any residential customer accounts participating in energy assistance or low-income rate programs that will pay a higher rate or that will be otherwise negatively affected under this Agreement; (2) any residential customer of an electric cooperative or municipally owned utility; or (3) any net metered residential customers. SEP reserves the right to refuse enrollment to any Customer with an outstanding balance.

2. **Rate.** You have selected and agree to pay SEP your preferred initial Rate, as specified on your Enrollment Documentation (“First Price Segment”), for combined Transmission Charges, generation, RPSs, and generation related charges (“Retail Electric Service”). Your First Price Segment will continue for a length of 6 – 36 months, depending on the Price Segment you selected. The Rate will not change during any Price Segment, but each subsequent Price Segment may feature a different Rate. In addition to the Rate, you will pay a fee of 50 cents per day during the Term (the “Advantage Fee”), which allows us to purchase RECs based upon your individualized usage and also to provide you the lowest available Rate for each subsequent Price Segment. You may contact us if you prefer to select a different Price Segment. Additionally, you have the right to cancel your Agreement with us at any time without penalty by contacting us at 1-855-427-7827. There is no specific limit on how much the price may change from one Price Segment to the next; rather, it is based upon current market conditions.

The Service you buy from SEP will be included in your EDC’s monthly bill. The EDC will read your meter and bill for electricity and distribution services, as well as various other charges. In addition to the charges described herein, if any RTO or similar entity, EDC, governmental entity or agency, North American Electric Reliability Corporation or other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon SEP a new or additional charge or requirement, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Service under this Agreement (any of the foregoing, a “Pass-Through Event”), which are not otherwise reimbursed to SEP, Customer agrees that SEP may pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs. If due to a change in market conditions and SEP wishes to lower the price per kilowatt hour charged to Customer under an existing contract, we may do so without consent, provided there are no other changes to the T&Cs.

3. **Term.** You will be enrolled in the Hybrid Advantage Plan with Star Energy Partners for a term of 36 months (the “Term”), which includes one or more Price Segments throughout the Term. After acceptance of the enrollment request by SEP (at its discretion and consistent with the terms of this Agreement, including without limitation Paragraph 8 below), and the processing of the enrollment by your EDC, your Retail Electric Service from SEP will commence with the first meter reading after enrollment. Your Retail Electric Service will continue until the meter read date of the final month of the term as described on the Enrollment Documentation for your service (“Initial Term”), unless renewed in accordance with Paragraph 4 hereof.

4. **Renewal Notice and Notification of Changes.** When the Term of your Hybrid Advantage Plan is approaching expiration, we will send you advance written notice 45 days before the expiration date via email or U.S. mail. The notice will explain that you will automatically be enrolled in a new 36-month Hybrid Advantage Plan under the same or different terms and conditions and will include your new Price Segment. You may contact us if you prefer to select a different Price Segment. If you instead choose to cancel this Agreement and not to enroll in a new Hybrid Advantage Plan, you understand that you are responsible for arranging for your Retail Electric Generation Service and that there is no cancellation fee. Each new renewal period after your initial Hybrid Advantage Plan Term will be deemed a “Renewal Plan”.

5. **Cancellation/Termination.** After expiration of any applicable rescission period, you may terminate this Agreement, without penalty, for any reason at any time by providing 30 days prior written notice via email or U.S. mail.

SEP may also terminate this Agreement upon 30 days prior written notice via email or U.S. mail, without penalty to you or SEP, if such termination by SEP is due to a change in law or other act beyond our reasonable control that would cause us to no longer be able to provide Service to you. Upon any termination of the Agreement, unless you have selected another competitive supplier, you will return to receiving standard service offered from your EDC, in which case you may not be served under the same rates, terms, and conditions that apply to other EDC customers.

Any termination notice sent by you or us will specify the termination date subject to the applied notice period set forth herein. Upon any termination, other than as stated herein, you will remain responsible for any unpaid balance as of the termination date. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between SEP and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. If the EDC purchases the receivables of SEP attributable to the Services provided to you hereunder, such receivables become EDC charges for the purpose of termination of Service.

**6. Billing and Payment.** You will receive a single bill for the Service supplied by SEP and the electricity delivery from the EDC at the monthly interval determined by the EDC. While SEP does not offer budget billing, if you have chosen budget billing and are receiving a single bill for both Service and the delivery of such Service from EDC, EDC will continue to manage your budget billing and determine your monthly payment for Service. Please contact the EDC with any questions regarding budget billing. You will be billed additional charges by EDC, including taxes and charges to transmit and distribute the electricity to your home from the EDC, consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. SEP reserves the right to change billing methods. SEP reserves the right to cancel this Agreement after giving you a minimum of 14 days advance written notice should you fail to pay your bill by the due date.

**7. Service Outage or Emergency.** FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDC – Pepco (877) 737-2662.

**8. Customer Consent and Information Release Authorization.** All authorizations provided herein will remain in effect for the duration of the Hybrid Advantage Plan and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting SEP. You authorize SEP to select each Price Segment subsequent to the First Price Segment, as applicable. By choosing to accept this offer from SEP, you understand and agree to the terms and conditions of this Agreement with SEP. You authorize SEP to obtain your information from your EDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. You acknowledge that billing and payment information may be shared with SEP by the EDC. SEP reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered fully executed by SEP only after each of the following: acceptance of your enrollment request by SEP, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EDC.

**9. Dispute Procedures.** Contact SEP with any questions concerning the terms of service by calling 1-855-427-7827 (toll-free), Monday -Thursday 8AM - 8PM EST, Friday 8AM – 6PM EST, Saturday 9AM – 5PM EST; by sending a letter to: SEP, 3340 West Market Street, Suite 100, Akron, OH 44333; or by sending an email to: [feedback@starenergypartners.com](mailto:feedback@starenergypartners.com). SEP will refer all complaints to a representative who will attempt to reach a mutually satisfactory resolution. If your complaint is not resolved after you have called SEP and/or the EDC or for general utility information, you may contact the Public Service Commission of the District of Columbia for assistance at (202) 626-5120 or at <http://www.dcpsc.org/>, or by sending a letter to the PSCDC at: 1325 G Street N.W., Suite 800, Washington, DC 20005. Residential customers may also contact the DC Office of People's Counsel for assistance with complaints and utility issues by phone at (202) 727-3071, by email at [ccceo@opc-dc.gov](mailto:ccceo@opc-dc.gov) or at <http://www.opc-dc.gov>.

**10. Limitation of Liability.** FOR ALL CLAIMS BY CUSTOMER AGAINST SEP, CUSTOMER'S SOLE REMEDY IS FOR THE DIFFERENCE BETWEEN THE COST OF REPLACEMENT POWER, INCLUDING ANY APPLICABLE RECS, IN EXCESS OF THE COST OF POWER SUPPLIED BY SEP UNDER THIS AGREEMENT.

**11. Warranties.** SEP WARRANTS TITLE AND THE RIGHT TO ALL ELECTRICITY SOLD HEREUNDER. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

**12. Force Majeure.** SEP will not be responsible for supplying Service in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to acts of terrorism, strikes, sabotage, acts of God, acts of governmental authority, and events of Force Majeure occurring with respect to the EDC, PJM Interconnection LLC, or other third party systems or assets. Customer and SEP both agree that the following will constitute force majeure events under this Agreement

and that SEP shall have the right to terminate or modify the Agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a standard offer service price that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement or (2) the PSC approves or implements a phase-in credit for generation and/or transmission charges of the EDC or takes any other action which affects the standard offer price or otherwise does not allow the EDC to reflect the full cost to procure generation and transmission. In the event that the Choice program is terminated, you will be returned to your EDC's standard service offer.

13. **Miscellaneous.** This Agreement is subject to any future legislation, orders, rules, regulations, or EDC tariff or policy changes. You may not assign your interests and obligations under this Agreement without the express written consent of SEP. SEP 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 PSC. Any required notice will be considered to have been made if mailed to you at the address in SEP's records for your account. Section headings are for descriptive purposes only and are not intended to be used to interpret the Agreement. Any reference to days or periods shall mean calendar days. SEP assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your EDC. Customer is responsible for providing SEP with accurate account information. If said information is incorrect, SEP reserves the right to reprice the applicable account(s) or terminate the Agreement. SEP reserves the right to return Customer to the EDC if Customer's rate code is changed and the account is no longer eligible for this program. Customer authorizes, but does not obligate, SEP to exercise Customer's governmental aggregation opt-out rights. If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right. The provisions of the Agreement that are contemplated to be enforceable after the termination of the Agreement survive termination of the Agreement.