



## Pennsylvania Residential Disclosure Statement

This is an agreement (“Agreement”) for electric generation services, between Star Energy Partners LLC (“Star Energy Partners”), located at 3340 West Market Street, Akron, OH 44333 and

**«FIRST NAME» «LAST NAME» «LN1 ADDR» «LN2 ADDR» «CITY NAME»,  
«STATE CODE» «POSTAL CODE»**

(Customer Name and Service Full Address)

### Background

- You can contact Star Energy Partners at 1-855-427-7827 Monday – Friday from 8am – 5pm EST. Find us at [www.StarEnergyPartners.com](http://www.StarEnergyPartners.com).
- We at Star Energy Partners are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2014-2452791.
- We set the generation prices and charges that you pay. The Pennsylvania Public Utility Commission (“PAPUC”) regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. Because you elected Renewable Energy, Star Energy Partners will purchase renewable energy certificates (“RECs”), as applicable, in an amount as required to satisfy its REC purchase obligation.
- You will receive a single bill from your EDC (defined herein) that will contain the EDC’s charges and Star Energy Partners’ charges.
- Right of Rescission – You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement, unless this Agreement is for a Renewal Plan. You can contact us by phone at 1-855-427-7827, in writing at 3340 West Market Street, Akron, OH 44333, or electronically at [feedback@starenergypartners.com](mailto:feedback@starenergypartners.com) to rescind this Agreement.
- Right of Cancellation – You may cancel this Agreement without penalty at any time for any reason. You can contact us by phone at 1-855-427-7827, in writing at 3340 West Market Street, Akron, OH 44333, or electronically at [feedback@starenergypartners.com](mailto:feedback@starenergypartners.com) to cancel this Agreement.

## Definitions

**“Agreement”** – The legal contract for Services between you and Star Energy Partners, which consists of these terms and conditions (“T&Cs”) as well as any related agreement herein or therein, including the Enrollment Documentation. Notwithstanding any language to the contrary, these T&Cs take precedence over any conflicting language in any other agreement.

**“Basic Services”** – The services necessary for the physical delivery of electric service, including generation, transmission, and distribution. The monthly customer charge and the temporary transition charge are also basic service charges.

**“Customer”** or **“you”** or **“your”** – 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 based on information provided in the Enrollment Documentation.

**“Customer Charge”** – The basic service charge to partially cover costs for billing, meter reading, equipment, and service line maintenance. If you select a new supplier, the name, address, and telephone number for both your distribution and supplier company will appear on your bill.

**“Distribution Charge”** or **“Distribution Charges”** – Part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the PAPUC. This charge will vary according to how much electricity you use.

**“Electric Distribution Company”** or **“EDC”** – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PAPUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.

**“Electric Generation Supplier”** or **“EGS”** – A person or corporation, broker, marketer, aggregator, or any other entity licensed by the PAPUC that sells electricity to customers, using the transmission or distribution facilities of an EDC.

**“Enrollment Documentation”** – The welcome letter you 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 Customer in order to commence Services, unless this Agreement is for a Renewal Plan.

**“Fees”** – the Subscription 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 Star Energy Partners and/or you by federal, state, and/or local authorities that we pass through to you.

**“Generation Charge”** or **“Generation Charges”** – Part of the basic service charges on every customer’s bill for producing electricity. Generation service is competitively priced and is not regulated by the PAPUC. This charge depends on the Agreement between the Customer and Supplier.

**“Kilowatt-hour”** or **“kWh”** – 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”** – Star Energy Partners and you.

**“Rate”** – the fixed amount per kWh charged to you for supply charges for the Term of this Agreement. The Rate will not change for the duration of the Term. The Rate does not include

delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service, or the Subscription; therefore, the Rate is not the total monthly amount for electric service.

**“Renewable Energy”** – Resources used to generate electricity that are replaced naturally, or by mankind’s contribution (municipal solid waste incineration and landfill methane). Renewable Energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste, and sustainable biomass energy.

**“RPS”** – 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”** – The Regional Transmission Organization.

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

**“Subscription”** – The \$15 per month charge you pay for service with SEP.

**“Supplier”** or **“we”** or **“us”** or **“our”** or **“SEP”** – Star Energy Partners.

## **Terms of Service**

### **1. Basic Service Price**

You agree to pay SEP «Price\_For\_Mailer» cents/kWh, as specified on your Contract Summary or your renewal notice (the “Rate”), for combined Transmission Charges, generation, RPSs, and generation related charges (“Retail Electric Service”). Your Rate will not change during the Term. In addition to the Rate, you will pay the Subscription, a \$15 a month charge, which allows us to purchase 100% national wind renewable energy credits based upon your individualized usage.

### **2. Length of Agreement**

You will buy your electricity generation service for the above address from us beginning on the date set by your EDC and will continue for «Term\_For\_Mailer» months (or billing cycles). Your Agreement is set to begin either on the date that your electric generation service is switched to Supplier by your EDC or the first meter read after expiration of your current Term and will expire after «Term\_For\_Mailer» months from the date your electric generation service begins.

### **3. Cancellation and Fees**

Upon receipt of this Disclosure Statement, you will have three business days to rescind this Agreement (the “Rescission Period”), unless this Agreement is for a Renewal Plan. If this Agreement is not rescinded during any applicable Rescission Period, then your enrollment will be complete. Thereafter, you may cancel this Agreement, without penalty, for any reason at any time. We may also cancel this Agreement without penalty to you or us, if such cancellation by us 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 so long as such cancellation notice is provided prior to cancelling the Agreement. Upon any cancellation of the Agreement, unless you have selected another EGS, 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 cancellation notice sent by you or us must specify the cancellation date subject to the required regulatory notice period set forth in the PA EGS Rules. Upon any cancellation, other than as stated herein, you will remain responsible for any unpaid electric supply balance as of the cancellation date. The delivery of electricity to you cannot be cancelled or interrupted by the EDC as a result of any dispute between us and you but may be cancelled by the EDC for nonpayment of EDC charges in accordance with applicable law. Since the EDC purchases our receivables attributable to the Services provided to you hereunder, such receivables become EDC charges for purpose of cancellation of Service.

### **4. Billing and Payment**

You will receive a single bill for the Service supplied by us and the electric distribution from the EDC at the monthly interval set by the EDC. While we do 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 the EDC, the EDC will continue to manage your budget billing and determine your monthly payment for Service. Please contact the EDC with any questions regarding your budget. You will be billed additional charges by the 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. You may be liable for the costs we incur if we must terminate your Service for failure to pay, such as collection costs or attorney fees. Star Energy Partners shall have the right to set-off and net against any undisputed amounts owed by you under this Agreement. SEP will calculate your bill for the Service based on meter readings and consumption information that we receive from your EDC.

## **5. Renewal Provisions/Change in Terms**

When the Term of this Agreement is approaching expiration, we will send you advance written notices approximately 60 days and 30 days before the expiration date via separate corresponding mailings. The notice will explain that you will automatically be enrolled in a new Term under the same or different terms and conditions and will include your new Rate. If you instead choose to cancel this Agreement, 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 Agreement will be deemed a “Renewal Plan”. If we propose to change our terms of service in any type of agreement, we will send you advance written notices approximately 60 days and 30 days before the effective date of the change via separate corresponding mailings. We will explain your options to you in these two advance notifications.

## **6. Customer Consent**

All authorizations provided herein will remain in effect for the duration of the Agreement and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting SEP. By choosing to accept this offer from SEP, you understand and agree to the terms and conditions of this Agreement with SEP.

## **7. 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.

## **8. 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.**

## 9. Force Majeure

SEP will not be responsible for supplying Service to you 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, pandemics, acts of governmental authority, and events of Force Majeure occurring with respect to the EDC, PJM Interconnection, or other third party systems or assets or any other cause beyond SEP's reasonable control.

## 10. Miscellaneous

This Agreement is subject to any future legislation, orders, rules, regulations, or EDU 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 PAPUC. 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 is prohibited from disclosing the Customer's social security number and/or account number(s) without the customer's consent except for SEP's own collections and credit reporting or assigning a customer contract to another EGS provider. SEP assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. 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. 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.

## 11. Dispute Procedures

Contact us with any questions concerning our terms of service at the contact information below. If you are still not satisfied after discussing the terms within this Disclosure Statement, you may call the PAPUC at the contact information below.

## 12. Contact Information

### a. Supplier:

Star Energy Partners LLC  
3340 West Market Street  
Akron, OH 44333  
1-855-427-7827  
[www.starenergypartners.com](http://www.starenergypartners.com)

### b. Electric Distribution Company/Default Service Provider:

#### i. Metropolitan Edison (Met-Ed)

76 S. Main Street,  
Akron, OH 44308  
1-888-478-2300  
1-888-LIGHTSS (1-888-544-4877)

- ii. Pennsylvania Electric (Penelec)  
76 S. Main Street,  
Akron, OH 44308  
1-888-478-2300  
1-888-LIGHTSS (1-888-544-4877)
- iii. Pennsylvania Power (Penn Power)  
76 S. Main Street,  
Akron, OH 44308

1-888-478-2300  
1-888-LIGHTSS (1-888-544-4877)

- iv. West Penn Power  
800 Cabin Hill Drive,  
Greensburg, PA 15601  
1-800-255-3443  
1-888-LIGHTSS (1-888-544-4877)
- v. PPL Electric Utilities  
827 Hausman Road,  
Allentown, PA 18104  
1-800-342-5775  
1-800-342-5775 (Choose Option #1)
- vi. PECO Energy Company  
2301 Market Street,  
Philadelphia, PA 19103  
1-800-494-4000  
1-800-841-4141
- vii. Duquesne Light Company  
411 Seventh Avenue (6-1),  
Pittsburgh, PA 15219  
1-412-393-7200  
1-888-393-7000

**c. Universal Service – Customer Assistance Programs:**

- i. Met-Ed, Penelec, & Penn Power  
1-888-478-2300
- ii. West Penn Power  
1-800-255-3443
- iii. PPL Electric Utilities  
1-800-342-5775
- iv. PECO Electric Utilities  
1-800-774-7040
- v. Duquesne Light Company  
1-888-393-7600

**d. Public Utility Commission of Pennsylvania (PA PUC):**

P.O. Box 3265 Harrisburg,

PA 17105-3265

1-800-692-7380

[www.puc.pa.gov](http://www.puc.pa.gov)