



Large Commercial Natural Gas

Account Information		Marketer Information				
Date		Harborside Energy, LLC 101 Hudson Street – Suite 2100 Jersey City, NJ 07302 Web: www.harborsideenergy.com Email: sales@harborsideenergy.com Tel: (877) 940-3835 Fax: (718) 981-4347				
Customer Name						
Billing Name						
Billing Address						
City, State, ZIP						
Telephone #						
Fax #						
Email Address						
Contact Name						
		Harborside Energy Rep	Bob Reicher			
		Channel Partner				
Service Address	City, State, ZIP	LDC	LDC Account #			
(A) Pricing & Product Selection		(B) Term of Agreement				
<input checked="" type="checkbox"/> Harborside Guaranteed 7% below Utility Price to Compare Rate Your monthly rate is GUARANTEED to be 7% below the Utility monthly price-to-compare rate* through December of the year enrolled. All Rates include LDC Line Loss fees and Rates 6.625% SUT * Can convert to a fixed rate upon request		Start Date		End Date		# of Months
		Billing Option				
		<input checked="" type="checkbox"/> Consolidated Single Bill		<input type="checkbox"/> Dual Billing		
		Account Type				
		<input checked="" type="checkbox"/> New		<input type="checkbox"/> Renewal		
*NJNG accounts are for Rate Class GSL (General Service Large), and the monthly rates can be found using this link: https://www.njng.com/regulatory/pdf/PricetableLargeCommercial.pdf		*PSE&G accounts are for Rate Classes LVG and GSG, and the monthly rates can be found using this link: https://nj.pseg.com/aboutpseg/regulatorypage/pricetocompare				

By entering into this Agreement, Customer agrees that they are (1) authorized to transact on behalf of these accounts and (2) bound by the terms above (along with the attached Terms and Conditions) and authorizes Harborside to act as Customer's agent in dealing with the Utility.

For Harborside:

For Customer:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Harborside Energy, LLC, for New Jersey electric and/or natural account(s) ("Harborside," "Supplier," or the "Company"), a licensed energy supplier by the New Jersey Board of Public Utilities bearing license numbers GSL-0125 and ESL-0133, and the undersigned Large Commercial Customer ("Customer" or "You") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Harborside (the "Agreement"). For purposes of this Agreement, "Large Commercial Customer" for New Jersey account(s) means: a Large Commercial Customer is a nonresidential gas customer with a cumulative peak load of more than 5,000 therms, but not those served through a government energy aggregation program. Customer's utility is referred to as Local Distribution Utility ("LDC") territory. Subject to the terms and conditions of this Agreement, Harborside agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Harborside, necessary to meet Customer's requirements based upon consumption data obtained by Harborside or the delivery schedule of the LDC. Harborside is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Harborside or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Harborside.

2. Term. Service shall commence as of the date Customer's notice regarding the change of Customer's provider to Harborside is deemed effective by the LDC and shall continue through the meter read end date that occurs in December of the year enrolled ("Initial Term"). Upon expiration of the Initial Term, the Customer will be offered a fixed rate, a monthly variable rate with no guarantee of savings as compared to the LDC's monthly price to compare rate, or can drop and return to the incumbent utility as a full-service customer. Either party may cancel or terminate this Agreement with no cancellation fee by providing 30 days' advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. For all variable-rate products, there is no Early Termination Fee ("ETF"). Customer may transition to a fixed-rate or index-rate product at any time by entering into a new agreement with Harborside. If there is a material adverse change in the business or financial condition of Customer (as determined by Harborside at its discretion) ("Material Adverse Change") or if Customer fails to meet its obligations under this Agreement, then, in addition to any other remedies it may have, Harborside may require Customer to pay or post a security deposit, and the Company shall determine in its sole, but reasonable, discretion the amount and type of such security deposit. If Customer fails to post such security deposit, it shall constitute a breach. Alternatively, if there is a Material Adverse Change, Company may terminate this Agreement upon 15 days' written notice to Customer.

The LDC will invoice the Customer monthly for natural gas supplied under this Agreement as well as all LDC delivery-related rates and charges. Harborside may assign and sell Customer accounts receivable to the LDC. Failure by a Large Commercial Customer to make full payment of Harborside's charges due on any consolidated bill prepared by the LDC for Harborside will be grounds for disconnection of utility services in accordance with the account's service address state (New Jersey) rules and regulations on the termination of service to nonresidential Customers. 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 \$30 fee will be charged for all returned payments. Harborside does not offer budget billing. If Harborside terminates this Agreement for any reason other than nonpayment, Harborside will provide Customer written notification sent to Customer's billing address via U.S. mail at least ten (10) days prior to the effective date of termination. Applicable taxes will be added to all the prices herein; tax-exempt customers are required to provide such documentation at time of enrollment.

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5. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Harborside. Harborside 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 New Jersey Board of Public Utilities, upon thirty (30) days' notice to Customer.

6. Information Release Authorization. Customer authorizes Harborside 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; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind, or disabled and data applicable to cold weather periods under applicable law; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Harborside 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 Harborside. 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 or by calling Harborside at the telephone numbers provided on page 1 of this Agreement. Harborside reserves the right to cancel this Agreement in the event Customer rescinds the authorization. By providing an email address above, Customer agrees to receive communications and notices from Harborside via email.

7. Consumer Protections. The services provided by Harborside to Customer are governed by the terms and conditions of this Agreement and the rules and regulations (Orders) of the New Jersey Board of Public Utilities. Harborside will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Harborside at the telephone numbers provided on page 1 of this Agreement.

In the event of a billing dispute or a disagreement involving Harborside's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Harborside by telephone or in writing as provided above. If, after communication with Harborside, Customer is not satisfied, Customer may contact the New Jersey Board of Public Utilities at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint.

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9. Agency-Gas. Customer hereby designates Harborside as agent to (a) arrange and administer contracts and service agreements between Customer and Harborside and between the interstate pipeline transporters of Customer's natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the LDC for the transportation of Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other Customers served by Harborside to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Harborside, as agent for the Customer, will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Harborside agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's-length basis, and market-based compensation is included in the price noted above.

10. Title. Customer and Harborside agree that title to, control of, and risk of loss to the natural gas supplied by Harborside under this Agreement will transfer from Harborside to Customer at the Delivery Point(s).

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

12. Force Majeure. Harborside will make commercially reasonable efforts to provide natural gas hereunder, but Harborside does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Harborside ("Force Majeure Events") may result in interruptions in service. Harborside will not be liable for any such interruptions caused by a Force Majeure Event, and Harborside is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, pandemic, required maintenance work, inability to access the local distribution utility system, nonperformance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Harborside's control.

13. Liability. The remedy in any claim or suit by Customer against Harborside 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 Harborside 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 of this Agreement.

14. Contact Information. Customer may contact Harborside's Customer Service Center at the telephone numbers provided on page 1 of this Agreement, Monday through Friday, 9:00 a.m. to 5:00 p.m. EST (contact center hours subject to change). Customer may write to Harborside at the contact address provided on page 1 of this Agreement. Customer acknowledges that all communications from Harborside to Customer will be via email to the Customer's email address provided on the disclosure page. If Customer does not consent to receive communications by email, Customer may contact Harborside's customer service at the address above.

15. Dispute Resolution. In the event of a billing dispute or disagreement involving Harborside's service, Customer should contact Harborside'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 Bergen County, New Jersey. This Agreement shall be construed under and shall be governed by the laws of New Jersey accounts 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 Harborside's net income, shall be paid by Customer, and Customer agrees to indemnify Harborside and hold Harborside harmless from and against any and all such taxes.

18. Change in Law or Practice. 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 ("Change in Law") that impacts any term, condition, or provision of this Agreement, including, but not limited to price, or if there is a change to the manner in which any transporter, LDC, EDC, pipeline, ISO New England, PJM, or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Supplier's costs ("Change in Practice"), Supplier shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. The Company shall provide written notice of such modification to the Customer as required by local law. If at some future date there is a change in any law, rule, regulation, pricing structure, or market condition whereby Supplier is prevented or prohibited from carrying out the terms of the Agreement, Supplier shall have the right to cancel this Agreement on 15 days' notice to Customer.

19. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption, or other emergency, Customer should immediately call the LDC at: New Jersey Natural Gas at 1-800-427-5325 or Public Service Electric & Gas at 1-800-880-7734.

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

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22. 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) Supplier is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Supplier under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Supplier, is responsible for responding to service problems or emergencies should they occur.

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25. Representations. You represent and warrant to Supplier that, under this Agreement, you (i) are acting as principal hereunder (and not as agent for any other party or in any other capacity); (ii) are not relying on any advice, statements, recommendations, or representations (whether written or oral) of Supplier other than the written representations expressly set forth in this Agreement; (iii) consulted with your own advisors to the extent that you have deemed necessary and have made your own decisions based on your own judgment and advice from your own advisors as you have deemed necessary; (iv) have a full understanding of all of the risks of entering into this Agreement and are capable of assuming and willing to assume those risks (whether financial, economic, or otherwise); (v) have the capacity to evaluate (either internally or through independent professional advice) this Agreement; and (vi) have made your own decision to enter into this Agreement.

26. Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided thereunder 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 Harborside.