



**Electric Supply Agreement
Village of Herscher Opt-Out Aggregation Program
Terms and Conditions of Service**

- 1. Purchase of Retail Power:** Dynergy Energy Services, LLC (“DES”) agrees to sell, and you, as a participant in the **Village of Herscher Opt-Out Aggregation Program**, agree to buy, all your residential power and energy service (Retail Power) at the price and on the terms and conditions specified in this Agreement. DES is an independent seller of power and energy service certified by the Illinois Commerce Commission (ICC Docket No. 14-0336). DES has been selected by the **Village of Herscher as the supplier for its September 2017-September 2020** Opt-Out Government Aggregation Program. The Terms and Conditions contained in this Agreement have been the subject of negotiations between DES and Village of Herscher. Your Delivery Service Provider (DSP)—ComEd—retains responsibility for the delivery of electricity to your home. DES’S obligations under this Agreement are conditioned upon you providing complete and accurate information to DES throughout the Term.
- 2. Term:** The Term of the Agreement will begin at the next meter read date after the DSP processes your enrollment and **will end with the September 2020 meter read date** for your account. The DSP determines when your meter is read. The DSP will notify you of the date on which Retail Power service from DES will begin which should take place by the next billing cycle or the one that follows. The date on which you begin to take Retail Power supplied by DES is the Effective Date.
- 3. Price:** Your price for Retail Power service (Price) will be **6.8¢ per kilowatt-hour (kWh) from September 2017-September 2020**. The Price does not include any applicable taxes or DSP related fees or charges from the Effective Date through the conclusion of the Term. In the event of any change in, or enactment of, any rule, regulation, DSP operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law beyond DES’S reasonable control that affects the price, sale or transmission, distribution, purchase, or other obligation pertaining to DES’S provision of Retail Power under this Agreement, DES can adjust the Price. If DES adjusts the Price, DES will provide you notice of the adjusted Price and you will have an opportunity to terminate this Agreement without any further obligation by notifying DES in writing within 30 days after the date of the notice of the adjusted Price. In such event, service will terminate effective as of the next meter read date, and you will be obligated to pay for Retail Power provided until that meter read date. DES makes no guarantees as to how the price for Retail Power service during the term of this Agreement will compare to the price charged by your DSP for Retail Power service.
- 4. Billing and Payment:** The Price will be itemized and included on your bill from the DSP, and is due and payable to the DSP on the same day your DSP bill is due. You will continue to be billed by your DSP taxes and other charges consistent with filed tariffs at the Illinois Commerce Commission to transmit and distribute the Retail Power supplied to you per this Agreement. You should continue to follow any bill payment procedures set forth between you and the DSP. You agree to accept the measurements as determined by the DSP for purposes of accounting for the amount of Retail Power services provided by DES under this Agreement. If the DSP is unable to read your meter, the DSP will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. DES’S ability to supply you under this Agreement is conditioned on the DSP accepting DES’S enrollment of your account for consolidated billing and purchase of receivables by the DSP. If you are not eligible for your DSP’s consolidated billing and purchase of receivables, you will need to secure eligibility with your DSP before DES can serve you. Should the DSP cease providing consolidated billing and purchase of receivables for your account and/or commence billing DES for any charges relating to you, DES will bill you directly and you will pay DES for all such charges pursuant to the payment provisions specified in DES’S bill.
- 5. Late or Insufficient Payment:** All invoiced balances under this Agreement that are not paid in full by the due date will be subject to the DSP or Illinois Commerce Commission late payment rules.
- 6. Rescission and Early Termination of Contract:** The Illinois Commerce Commission is considering rescission and early termination of contract regulations that may afford you opportunities within certain parameters to rescind or terminate your contract without incurring an early termination fee. In addition, your DSP’s tariff (which is on file with the Illinois Commerce Commission) may contain provisions regarding penalty-free rescission periods. DES will comply with all applicable provisions and regulations concerning rescission and early termination of contract. Shortly after your election to take service from DES, your DSP should provide you an enrollment notice informing you of any rescission rights you may have and the last day for making a request to rescind. If you rescind this Agreement within the timeframe specified by your DSP, your enrollment with DES will be cancelled without penalty to you. Upon rescission in accordance with applicable law, this Agreement will be considered cancelled and neither party shall have any further obligation hereunder to each other. If you do not rescind this Agreement, you still may terminate the Agreement without any termination fee or penalty within 10 business days after the date of the first bill issued to you under this Agreement by calling DES toll-free at 844-351-7691 to let DES know to terminate this Agreement. You may terminate a residential electric supply agreement in this manner only one time in any 12 month period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges, incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.

- 7. Termination:** DES may terminate this Agreement for any non-payment or any other breach of this Agreement upon 30 days prior written notice to you of such termination. If you fail to cure your non-payment or breach of this Agreement within the 30 day notice period, DES may terminate the Agreement even if you subsequently cure the non-payment or breach after such period has expired. DES may also terminate this Agreement upon 30 days prior written notice to you due to a change in law or other act beyond DES'S reasonable control or if DES is no longer able to serve you. In addition, DES reserves the right to reject your enrollment or terminate this Agreement: 1) If you move within or outside of your DSP's service territory; 2) You fail to remain a customer of your DSP throughout the Term; 3) You fail to be eligible for your DSP's consolidated billing and purchase of receivables program throughout the Term; or 4) You rescind your authorization for release of information. Upon any termination of this Agreement, you will return to your DSP's power and energy supply service unless you have selected another alternative retail electric supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.
- 8. Assignment, Moving Outside of Your DSP's Service Territory:** Pursuant and in accord with any applicable State laws or regulations, including any required notice to you therein, DES may assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement without DES'S prior written consent. DES agrees not to unreasonably withhold such consent. If you move outside of your DSP's service territory, you may terminate this Agreement without incurring an early termination fee if such a fee would otherwise apply.
- 9. Information Release Authorization:** Throughout the Term, you authorize DES to obtain information from the DSP that includes, but is not limited to, your account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, and, when charges hereunder are included on your DSP bill, your billing and payment information. You authorize DES to release such information to third parties, including affiliates that need to know such information in connection with your Retail Power service. These authorizations will remain in effect as long as this Agreement is in effect.
- 10. Dispute Resolution:** If you have a billing or other dispute involving DES'S service, you may contact DES toll free at (844) 351-7691 between the hours of 8:00 am and 7:00 pm Central Prevailing Time Monday through Friday; or by e-mail at DESCustCare@Dynergy.com; or via mail at DES, Attn: Customer Service, 1500 Eastport Plaza Drive, Collinsville, Illinois 62234. Inquiries and complaints can also be made directly to the Illinois Commerce Commission by calling toll free (800) 524-0795 or visiting their web site at www.icc.illinois.gov. While a customer complaint is pending investigation by DES and/or the Illinois Commerce Commission, you are not obligated to pay the disputed portion of the bill. However, you remain obligated to pay any undisputed portion of the bill. You will be notified when the investigation is completed, and, if incorrect, your bill will be adjusted accordingly.
- 11. Limitation of Liability; Jury Trial Waiver:** You agree that neither DES nor any of its employees, officers, directors, affiliates, agents, or subcontractors of any type or tier (collectively, the DES Parties) will be liable for any damages or claims of any kind or nature for matters within the control of your DSP or the retail transmission organization controlling the electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. The DES Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the DSP. The DES Parties' liability will be limited to direct actual damages only up to the amount of your single largest monthly invoice for Retail Power during the preceding 12 months. In no event will the DES Parties be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement. **BOTH YOU AND DES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**
- 12. Force Majeure:** A Force Majeure Event may arise due to causes and events out of DES'S reasonable control, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access DSP's system; and non-performance by your DSP. For example, DES does not control the transmission and distribution lines owned by your DSP and used by the DSP to deliver Retail Power to your home. Force Majeure Events may result in interruptions in your service. DES is not liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event, nor is DES liable for damages caused by Force Majeure Events.
- 13. Contact Information:** In the event of an emergency involving your electric service (e.g. an outage or downed power lines) you should call the emergency line for your DSP. **The ComED emergency phone number is: (800) 334-7661.** In all other situations, you may contact DES toll free at (844) 351-7691 or by e-mail at DESCustCare@Dynergy.com; or via mail at DES, Attn: Customer Service, 1500 Eastport Plaza Drive, Collinsville, Illinois, 62234.