



**New Jersey  
Customer Sales Agreement and Terms of Service**

1. **AGREEMENT TO SELL AND PURCHASE NATURAL GAS:** This is an agreement between Clearview Electric Inc. dba Clearview Energy (“Clearview”) and the Customer (“Customer”) under which Customer shall initiate natural gas service and begin enrollment with Clearview (“Agreement”). Clearview is licensed by the State of New Jersey Board of Public Utilities (“BPU”) and our license number is GSL-0119. Subject to the terms and conditions of this Agreement, Clearview agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Clearview necessary to meet Customer’s requirements based upon consumption data obtained by Clearview or the delivery schedule of the Local Distribution Utility (“LDU”). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Clearview or the LDU’s delivery schedule. Your plan term and rate are described in the Plan Information located on your sales agreement and/or your welcome letter. Plan Information is hereby made an integral part of this Agreement.

2. **AGENCY:** Customer designates Clearview as its agent for receiving customer billing information from LDU, and for procuring and scheduling the transmission and ancillary services necessary to deliver natural gas purchased by you to your utility system.

3. **RIGHT TO RESCIND:** You will receive notice from your LDU confirming your selection of Clearview as your third-party supplier for natural gas. Switching to a third-party supplier is not mandatory. You have the option of remaining with the Utility for basic gas supply service. You will have seven calendar days from the date of the Utility’s confirmation notice to cancel you enrollment with Clearview without fees or penalties. You may cancel within this seven day period by contacting your Utility using the contact information provided in this Agreement. This Agreement is not binding until the seven (7) day confirmation period has expired and you have not rescinded the supplier selection.

4. **PRODUCTS AND RATES:** ClearValueSM is a month to month variable Ccf rate product and is based on natural gas market pricing, transportation or transmission, and other market and business price related factors. This price may be higher or lower than your utility’s price in any particular month.

5. **BILLING AND PAYMENT:** Customer will normally receive one bill each month issued by your utility, or by Clearview, if directed by you or your utility. Unless otherwise provided herein, payment terms are governed by the terms of your utility tariff if your utility issues the bill. If Clearview issued the bill, payment of the full amount of billed is due 25 days after the date the bill is mailed. Late payment or partial payment balances will be subject to collection fees and/or reasonable attorney’s fees and court cost, as allowed by law. All accounts, which are overdue, may be referred to a collection agency consistent with New Jersey Law. Customer bill will be based on scheduled meter reading and and/or estimates provide by your utility. The parties agree to accept, for purpose of accounting for natural gas delivered under this Agreement, the quantity, quality, and measurement determined by your utility. A \$30 fee will be charged for all returned payments.

6. **TITLE AND TAXES:** Under this Agreement, title to gas shall pass from us to you prior to delivery to New Jersey. Our price does not include sales taxes that may apply, and these taxes generally will appear as a separate item on your bill. Customer shall reimburse Clearview for sales and other taxes.

7. **TERM AND EARLY TERMINATION FEES:** This Agreement shall continue on a month to month basis until customer provides at least fifteen (15) calendar days’ notice of its intent to cancel and until your utility completes the termination in accordance with its rules. There is no early termination fee and you may cancel your service at any time with a fifteen (15) day notice.



- 8. CLEARVIEW ENERGY'S RIGHT TO CANCEL AGREEMENT:** This Agreement may be cancelled at the sole discretion of Clearview if you fail to meet any of the terms and conditions of this Agreement. Clearview will provide you with thirty (30) days' notice of a termination. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until another provider of natural gas supply service is designated or service is shut off by the LDU. Only the LDU may disconnect your natural gas.
- 9. ASSIGNMENT:** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Clearview. Clearview may sell, transfer, pledge, or assign the accounts receivables, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company, or other entity as authorized by the BPU.
- 10. CHOICE OF LAW:** This Agreement shall be construed in accordance with and be governed by the laws of the State of New Jersey.
- 11. NO WARRANTIES:** There are no warranties or representations other than those expressly set forth herein, and no other shall be honored. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid has not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in law, rule, or regulation, whereby Clearview is prevented or prohibited from carrying out the terms of this Agreement, then at the sole discretion of Clearview, this Agreement may be cancelled. If at some future date, there is a change in a federal or state approved tariff affecting Clearview's cost to purchase natural gas required to provide your service, then, at the sole discretion of Clearview, this Agreement may be modified to reflect those cost.
- 12. FORCE MAJEURE:** Except as otherwise set forth herein, force majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except from payment obligations, a force majeure event will, upon notice, excuse both parties performance during the event. "Force Majeure" means those event not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include force majeure events associated with your utility or the commodity supplier or other used to deliver natural gas to customer's residence.
- 13. LIABILITY:** The remedy in any claim or suit by Customer against Clearview will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Clearview or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause or any liability or damages. There are no third-party beneficiaries to this Agreement.
- 14. INDEMNIFICATION:** Customer is responsible to indemnify Clearview against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the natural gas after its delivery to the Customer's residence.
- 15. DISPUTE RESOLUTION:** In the event of a residential billing dispute or a disagreement involving Clearview's service hereunder, the parties will use their best efforts to resolve the dispute. Customer agrees first to contact Clearview in writing or by telephone and attempt to resolve all billing disputes or service problems directly. All disputes regarding transmission, distribution, power outage, and bills from your utility should be direct to your utility. Customer may call the BPU if you are not satisfied after discussing your dispute with us. BPU information is including below.
- 16. PROTECTION OF CUSTOMER RIGHTS:** Clearview hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by your utility, and the BPU. Your utility transmission and distribution functions will continue to be regulated by the BPU. Natural gas service may be disconnected only by your utility and only in compliance with rules set by the BPU.



**17. CONTACT INFORMATION:**

Energy Supplier	Clearview Gas PO Box 130659 Dallas, TX 75313-0659 1-800-746-4702 <a href="http://www.clearviewenergy.com">www.clearviewenergy.com</a>
Gas Utility	Elizabethtown Gas 1-800-242-5830 for customer service 1-800-492-4009 to report a gas leak  New Jersey Natural Gas 1-800-221-0051 for customer service 1-800-427-5325 to report a gas leak  PSE&G 1-800-436-7734 for customer service 1-800-436-7734 to report a gas leak  South Jersey Gas 1-888-766-9900 for customer service 1-800-582-7060 to report a gas leak
BPU	New Jersey Board of Public Utilities 44 S. Clinton Avenue Trenton, NJ 08625 1-800-624-0241