

## Product Information Chart

Product Name:		Energy Type:	Renewable Energy Product
Product Description:			
Agreement Term:			
Electric Supply Rate:	\$X.XXXX		
Generation Price at Various Usage Levels:	<u>500 kWh</u>	<u>1,000 kWh</u>	<u>1,500 kWh</u>
	\$X.XXXX	\$X.XXXX	\$X.XXXX
Monthly Base Charge:		Early Termination Fee:	
Promotion:			

This Agreement is for electric supply service between Clearview Electric, Inc. d/b/a Clearview Energy (“Clearview Energy”) and Customer. Customer and plan information can be found in the Product Information Chart. The Product Information Chart is hereby incorporated by reference into this Agreement. Clearview Energy is licensed as a Competitive Electric Power Supplier (“CEPS”) by the New Hampshire Public Utilities Commission (“PUC”). Clearview Energy establishes your electric supply rate. The PUC regulates the distribution rates of your local Utility company (“Utility”). The Federal Energy Regulatory Commission regulates transmission prices and services.

### 1. Right of Rescission

Customer may rescind this Agreement within:

- a. 5 business days from the date the customer electronically receives the terms of service;
- b. 6 business days from the postmarked date of the terms of service agreement being mailed to the customer by first class mail;
- c. 10 business days from the date a residential customer electronically receives the terms of service, if the customer was enrolled through an in-person solicitation at the customer's residence; or
- d. 11 business days from the postmarked date of the terms of service agreement being mailed to a residential customer by first class mail, if the customer was enrolled through an in-person solicitation at the customer's residence

To rescind, contact Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the Utility or another supplier.

### 2. Price of Electricity

The price in cents per kilowatt includes: electric generation supply and capacity charges in the Independent System Operator’s (or equivalent’s) market; any applicable state and/or local taxes; and a margin adder. The price of electricity may include a Monthly Base Charge as outlined in the Product Information Chart. The price does not include other costs related to the delivery of electricity which will be billed by the Utility. These other costs, include but are not limited to, the price of transmission and distribution, the system benefits charge, and stranded cost recovery charge, and taxes.

**2a. Fixed Kilowatt Rate Product** – See Product Information Chart

**2b. Month-to-month Variable Kilowatt Rate Product** – Month-to-month variable kilowatt rate

products are subject to change without notice at Clearview Energy's discretion outside of any

applicable promotion, and you will not necessarily know what price you will pay for electricity until the bill is issued. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion. It may take one or more billing cycles for a price variation to become effective. For the minimum and maximum variable rates charged by Clearview of the preceding 12-month period, see the Product Information Chart, or visit [www.ClearviewEnergy.com/NH](http://www.ClearviewEnergy.com/NH). All current publicly available rates may be found at [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com).

### **3. Billing and Payment**

You will receive a single bill from your Utility that includes Clearview Energy's electric supply charges as well as the Utility's delivery charges. By the acceptance of this Agreement, you hereby authorize the Utility to provide billing and payment information to Clearview Energy, including participation in budget billing or extended payment arrangements.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the Utility. Customer payments remitted in response to a consolidated bill shall be prorated in accordance with procedures adopted by the PUC. If the Customer fails to remit payment when due, the Customer will be charged a late payment fee, interest and/or finance charges stated in the Product Information Chart. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

### **4. Energy Products**

**Renewable Energy Product** – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

### **5. Terms of Renewal**

**5a. Fixed Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Product Information Chart. Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product. You will receive two (2) renewal notices forty-five (45) and sixty (60) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.

**5b. Month-to-month Variable Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Product Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and shall automatically renew for successive one (1) month periods ("Renewal Term") until terminated.

### **6. Termination**

**6a. Fixed Kilowatt Rate Product – Customer has the right to change electric service providers at any time with no advance notice. Termination of this Agreement prior to its expiration shall result in the charge of an Early Termination Fee.** Service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, this Agreement may be terminated without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.

**6b. Month-to-month Variable Kilowatt Rate Product** – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. To cancel, please contact Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be trued-up subsequent to the final meter reading. Clearview Energy does not physically cut

off electric service, only your Utility may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice fourteen (14) days prior to your service being returned to the Utility's supply service.

## **7. Change in Terms**

Changes to this Agreement will be provided to the customer in one (1) mailing thirty (30) days prior to the effective date of the changes. If you do not respond to the mailing, Clearview Energy may implement the non-monetary changes described to your account.

## **8. Dispute Resolution Process**

For any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the New Hampshire PUC at 1.800.852.3793. For your convenience, the PUC's contact information has also been provided at the end of this Agreement. You may also contact the PUC if you have questions about your rights and responsibilities. No terms contained herein waive any rights you may have under New Hampshire or Federal Consumer Protection laws.

## **9. Remedies**

Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

## **10. Assignments**

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, 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 hereunder, to another licensed energy supplier. In the event the Agreement will be transferred, you will receive a notice no less than thirty (30) days prior to transfer or sale in accordance with Puc 2004.13(a).

## **11. Severability**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

## **12. Force Majeure**

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

## **13. Limitations of Liability**

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

#### **14. Customer Information and Release Authorization**

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the Utility relating to you and your account that includes, but is not limited to: Customer account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service, including time of consumption. Clearview Energy will not provide or sell confidential Customer information to any other party without your written consent unless required or authorized to do so by law or PUC rules, or when necessary to enforce the terms of this Agreement. In addition to the above-described information, such confidential Customer information includes: Customer address, financial, and banking information. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

#### **15. National Do Not Call Registry**

To register your phone on the National Do Not Call Registry, call 1.888.382.1222 or visit [www.donotcall.gov](http://www.donotcall.gov). After registration is complete, telemarketers regulated by the National Do Not Call Registry have thirty (31) days to stop calling you.

#### **16. Electric Assistance Program**

New Hampshire offers an electric assistance program (EAP) to help income eligible residential customers pay their electric bills. EAP information can be found at [www.puc.nh.gov/consumer/electricassistanceprogram.htm](http://www.puc.nh.gov/consumer/electricassistanceprogram.htm) which includes a link to NH Community Action Agencies' contact information. For information regarding eligibility and how to apply for EAP assistance, contact your local Utility, or call the PUC at 1-800-852-3793.

#### **17. Power Outages and Emergencies**

If you have any electrical emergency or power outage, please contact your Utility at the number provided in Contact Information, below.

#### **18. Contact Information**

##### **Electric Supplier:**

Clearview Electric, Inc. dba Clearview Energy  
P.O. Box 130659 Dallas, TX 75313-0659 1.800.746.4702  
Representatives available Monday – Friday 9:30 a.m. – 6:30 p.m. EST  
[www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

##### **Utility Companies:**

Eversource Energy  
P.O. Box 330  
Manchester, NH 03105-0638  
1.800.662.7764  
[www.psnh.com](http://www.psnh.com)

Unitil Energy Systems 6 Liberty Lane West  
Hampton, NH 03842-1720  
1.800.852.3339  
[www.unitil.com](http://www.unitil.com)

Liberty Utilities  
11 Northeastern Blvd  
Salem, NH 03079  
1.800.375.7413  
[www.libertyutilities.com](http://www.libertyutilities.com)

**New Hampshire Public Utility Commission:**

21 South Fruit St, Suite 10  
Concord, NH 03301-2429  
1.800.852.3793  
[www.puc.nh.gov](http://www.puc.nh.gov)